

CABLE TELEVISION RENEWAL LICENSE

GRANTED TO

**CABLEVISION OF MASSACHUSETTS,
INC.**

BY

**THE BOARD OF SELECTMEN
TOWN OF ACTON
MASSACHUSETTS**

EFFECTIVE DATE:

June 29, 2000

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**TOWN OF ACTON
CABLE TELEVISION RENEWAL LICENSE
GRANTED TO
CABLEVISION OF MASSACHUSETTS, INC.**

This Cable Television Renewal License ("Renewal License") is entered into, on this 29th day of June, 2000 by and between Cablevision of Massachusetts, Inc. and the Board of Selectmen of the Town of Acton, Massachusetts, as Issuing Authority, for the renewal of the cable television license originally granted by the Issuing Authority on June 14, 1983, pursuant to M.G.L. c. 166A.

**ARTICLE 1
DEFINITIONS**

Section 1.1 DEFINITIONS:

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

- (1) **Access:** means the right or ability of any Acton resident and/or any Person(s) affiliated with an Acton institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.
- (2) **Access Channel:** means a channel which Licensee shall make available to the Town of Acton, without charge, for the purpose of transmitting non-commercial programming by residents of Acton, Town officials, boards, commissions, departments, the Acton Public Schools, Acton-Boxborough Regional Schools, other Acton educational, institutional, public or non-profit organizations, and/or a non-profit access corporation.
- (3) **Affiliate or Affiliated Person:** when used in relation to any Person, this term means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.
- (4) **Basic Service:** means the lowest service tier, other than a Pay Cable Service, distributed over the Cable System, which includes, without limitation, all PEG Access Channels, and all broadcast Signals, if any, required to be carried on Basic Service pursuant to federal law.
- (5) **CMR:** means the Code of Massachusetts Regulations.

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- (6) Cable Act: means Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communication Policy Act of 1984) amending the Communications act of 1934, as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992), as further amended by Public Law No. 104-104, 110 Stat. 56 (1996) (the Telecommunications Act of 1996), or as such law may hereafter be amended or supplemented.
- (7) Cable Service: means the one-way transmission to Subscribers of Video Programming or other programming services; and, Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming services.
- (8) Cable Television System or Cable System: means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception and control equipment that is designed to provide Cable Service including Video Programming and which is provided to multiple Subscribers within the Town.
- (9) Commercial Subscriber: means a commercial, non-residential, non-government Subscriber to Cable Service.
- (10) Converter: means any device changing the frequency or decoding of a Signal, including a Subscriber Converter which may expand reception capacity and/or decode or unscramble coded Signals distributed over the Cable System.
- (11) Department of Public Works ("DPW"): means the Department of Public Works of the Town of Acton.
- (12) Division: means the Massachusetts Cable Television Division, a division of the Massachusetts Department of Telecommunications and Energy, or its successor.
- (13) Downstream Channel: means a channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.
- (14) Drop or Cable Drop: means the cable that connects each home or building to the feeder line of the Cable System.
- (15) Educational Access Channel: means a specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority or its designee for use by educational institutions or educators for the presentation of non-commercial educational access programming and/or information.
- (16) Effective Date or Effective Date of this Renewal License means: June 29, 2000.

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- (17) Execution Date: means the date set forth on the signature page to this Renewal License (June 29, 2000).
- (18) FCC: means the Federal Communications Commission, or any successor agency.
- (19) Franchise Fee: means the payments, paid by the Licensee to the Town, pursuant to and in accordance with the Cable Act and this Renewal License.
- (20) GAAP: means the form of generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Board of the American Institute of Certified Public Accountants and the statements and pronouncements of the Financial Accounting Standards Board.
- (21) Government Access Channel: means a specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority or its designee for the presentation of non-commercial governmental access programming and/or information.
- (22) Government Subscriber: means the Town of Acton (including the Acton School Department) and the Acton Boxborough Regional School System.
- (23) Gross Annual Revenues: means consideration of any form or kind derived by the Licensee and/or its Affiliates from the operation of the Cable System, including, without limitation the distribution of any Cable Service over the System; Basic Service monthly fees; all premium and Pay-Per-View Revenues; all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar fees or charges; late or administrative fees charged to Subscribers; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use or leased access; Converter and remote control rentals and other Cable Service equipment leases or sales; home shopping revenues; advertising revenues; and interest on Subscriber fees. Revenues which are not directly attributable to specific customers such as advertising revenue and home shopping commissions, shall be allocated to systems and franchises on a per subscriber basis measure in a consistent manner from period to period. Gross Annual Revenues shall also include amounts earned during any period regardless of whether the goods or services with which the revenue is associated are provided at cost or the revenue amount can be matched against an equivalent expenditure. Gross Annual Revenues shall not be net of, except as noted below regarding bad debt: (i) any operating expense; (ii) any accrual, including, without limitation, any accrual or commissions; or (iii) any other expenditure, regardless of whether such expense, accrual or expenditure reflects a cash payment. Gross Annual Revenues shall also include the gross annual revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that

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said revenue is derived, through a means which has the effect of avoiding payment to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where such revenue is unrelated to such Signal carriage. Gross Annual Revenues shall not include revenue from cable modem services. Gross Annual Revenues shall also not include: (i) the revenue of any Person, including, without limitation, a supplier of programming to the Licensee, to the extent that said revenue is also included in the Gross Annual Revenue of the Licensee; (ii) actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected; and (iii) any taxes imposed on any Subscriber or User by the State, Town or other governmental unit and collected by the Licensee on behalf of said governmental unit; annual payments made to the State, the FCC, and/or the Town and collected from Subscribers through charges to Subscribers are not such taxes and shall constitute Gross Annual Revenues and be includable in Gross Annual Revenues, unless otherwise provided by applicable law.

- (24) Headend: means the electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.
- (25) Hub or Hub Site: means a sub-Headend, generally located within or for a cable television community, used either for the purpose of: i) Signal processing or switching; or ii) placement of a fiber node, microwave link or transportation super trunk. The hub or hub site shall serve Acton only.
- (26) Institutional Network ("I-Net"): means the separate cable communications network owned and operated by the Licensee, as such network shall be constructed and operated pursuant to Section 3.2 of this Renewal License.
- (27) Issuing Authority: means the Board of Selectmen of the Town of Acton.
- (28) Law: unless otherwise specifically provided, shall include all federal, state and town laws and regulations, as may be amended from time to time.
- (29) Leased Channel: means any channel available for commercial programming by persons other than the Licensee.
- (30) Licensee: means Cablevision of Massachusetts, Inc. and any lawful and permitted successor in interest, assignee or transferee.

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- (31) Multichannel Video Programmer Distributor ("MVPD"): means a Person who or which makes available to residents in Acton multiple channels of video programming.
- (32) NCTA: The acronym for the National Cable Television Association.
- (33) NTSC: The acronym for the National Television Systems Committee.
- (34) Node or Fiber Node: A point(s) in the Cable System connecting fiber optic cable to the Trunk and Distribution System.
- (35) Normal Business Hours: has the meaning set forth in 47 CFR 76.309 or its successor provision. (47 CFR 76.309 currently provides as follow: "those hours during which most similar businesses in the community are open to serve customers. In all cases 'normal business hours' must include some evening hours at least one night per week and/or some weekend hours."). If the federal regulation is eliminated and there is no successor provision, than the term shall include one night per week and/or some weekend hours.
- (36) Origination Capability: means an activated cable and/or connection to an Upstream I-Net Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.
- (37) Outlet: means an interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's television set to the Cable System.
- (38) Pay Cable or Premium Services: means programming delivered for a fee or charge to Subscribers on a per channel basis or as a package of such Services.
- (39) Pay-Per-View: means programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (40) PEG: the acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (41) PEG Access Channels: means any non-commercial channel(s) made available for the presentation of PEG Access Programming.
- (42) Person: means any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (43) Prime Rate: means the prime rate of interest at Fleet Bank, or its successor.

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- (44) Public Access Channel: means a specific channel(s) on the Cable System made available by Licensee to the Issuing Authority or its designee for the use of Acton individuals and/or organizations for the presentation of non-commercial programming and/or information to the public.
- (45) Public Way: means the surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.
- (46) Renewal License: means the non-exclusive Cable Television Renewal License granted to the Licensee by this instrument.
- (47) Scrambling/Encoding: means the electronic processing of a Signal(s) in order to render it unintelligible or un-receivable without the use of a Converter other than a decoding device.
- (48) Signal: means any transmission of electromagnetic or optical energy which carries Programming from one location to another.
- (49) State: means the Commonwealth of Massachusetts.
- (50) Subscriber: means any Person or entity who or which elects to subscribe to a Cable Service provided by the Licensee by means of, or in connection with, the Cable System.
- (51) Subscriber Network: means the existing 450 MHZ, and future 750 MHZ (or equivalent or greater) single trunk network to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.
- (52) System Activation: means the initial operation of all or a portion of the upgraded 750 MHZ (or equivalent or greater) Cable System such that the Signals required and authorized to be transmitted pursuant to this Renewal License are available at potential Subscribers' drops.
- (53) System Completion: means that time when the Licensee has provided written documentation to the Issuing Authority that its 450 MHZ Cable System has been fully upgraded to a minimum 750 MHZ (or equivalent or greater) Trunk and Distribution system and service has been made available to one hundred percent (100%) of the residential households in the Town.

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- (54) Town: means the Town of Acton, Massachusetts.
- (55) Trunk and Distribution System: means that portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscribers' residences. (Drop cables shall be the responsibility of, and be maintained by, the Licensee, as is the trunk and distribution system, but shall not be defined as part of said trunk and distribution system.
- (56) Upstream Channel: A channel over which Signals travel from an authorized remote point of origin to the Headend.
- (57) User: means a Person utilizing the Cable System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.
- (58) VCR: means video cassette recorder or other similar existing or future technology with equivalent or better record and/or playback capability.
- (59) Video Programming or Programming: Programming provided by, or generally considered comparable to Programming provided by, a television broadcast station.

**ARTICLE 2
GRANT OF RENEWAL LICENSE**

Section 2.1 GRANT OF RENEWAL LICENSE

a. Pursuant to the authority of the Cable Act and Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Acton, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee, authorizing and permitting the Licensee to upgrade, construct, install, operate, and maintain a Cable Television System within the corporate limits of the Town of Acton. This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended; the regulations of the FCC; the Cable Act; and all federal, state and local laws and regulations as may be amended from time to time.

b. Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to upgrade, construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon Public Ways under the jurisdiction of the Town of Acton within the municipal boundaries and subsequent additions thereto, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and

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the Town of Acton. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or interfere with the lives of Persons, interfere with any installations of the Town or any public utility serving the Town or any other Persons permitted to use the Public Ways.

c. The grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways. Disputes between the Licensee and any other parties regarding use of Public Ways shall be resolved in accordance with any applicable Town by-laws of general application, law and/or regulations.

d. Nothing in this Section 2.1 shall be deemed to authorize or prohibit the Licensee from providing other services. The Licensee shall comply with all applicable federal, state and local laws and regulations and obtain any license(s), permit(s) and/or approval(s) required by said laws or regulations with respect to the provision of such other services regardless of when such laws or regulations are enacted, adopted or promulgated.

e. For purposes of this Renewal License, the Licensee shall be responsible for the acts of its officers, employees and agents.

Section 2.2 TERM OF RENEWAL LICENSE/TERMINATION

The term of this Renewal License shall commence on June 29, 2000 and shall expire ten (10) years thereafter at midnight on June 28, 2010, unless sooner terminated as provided herein or surrendered.

Section 2.3 NON-EXCLUSIVITY OF LICENSE

a. This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person, including the Town of Acton, a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Acton; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses pursuant to applicable law.

b. The issuance of any additional cable television license(s) shall be subject to applicable law.

Section 2.4 COMPETITIVE ENVIRONMENT

a. The grant of any additional cable television license, at the sole discretion of the Issuing Authority, shall not be on terms materially more favorable or less burdensome than those contained in this Renewal License.

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i. In the event that the Licensee believes that any additional cable television license has been granted on terms and conditions materially more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within sixty (60) days of such request, unless otherwise agreed to by the Issuing Authority and the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license is on terms materially more favorable or less burdensome, than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

ii. Should the Licensee demonstrate that any such additional cable television license has been granted on terms and conditions materially more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider and discuss, in good faith, equitable amendments to this Renewal License, subject to applicable law, provided, however, that equipment and services provided hereunder by the Licensee in regard to the Institutional Network (Section 3.2) and Free Service to Public Buildings (Section 5.12) shall be exempt from any amendment to this Renewal License pursuant to this Section 2.3(a).

iii. The Licensee shall not request or receive amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing referenced in Section 2.3(a)(i) above.

iv. The issuance of any additional license shall be subject to applicable federal and state law and all regulations promulgated thereunder.

b. In the event that a Multichannel Video Programming Provider, which is not in any way an Affiliate of the Licensee, hereafter provides Video Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the provisions of this Renewal License are resulting in a substantially negative impact upon the financial viability of the Licensee's Cable System in the Town ("Substantial Negative Impact"), the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue.

i. Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such Substantial Negative Impact. Upon receipt of such a request, and after providing public notice, the Issuing Authority shall convene and conduct a public hearing(s). At the public hearing(s), the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

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ii. Should the Licensee demonstrate that the provisions of the Renewal License are resulting in a Substantial Negative Impact, the Issuing Authority shall consider and discuss, in good faith, equitable amendments to this Renewal License, subject to applicable law, provided, however, that equipment and services provided hereunder by the Licensee in regard to the Institutional Network (Section 3.2) and Free Service to Public Buildings (Section 5.12) shall be exempt from any amendment to this Renewal License pursuant to this Section 2.3(b).

iii. The Licensee shall not request the return of any funding or equivalent thereof in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been made or provided by the Licensee as of the date of the Licensee's request for a public hearing in Section 2.3(b)(i) above.

iv. As of the Effective Date, the parties hereto agree that the provisions of this Renewal License are not currently creating a Substantial Negative Impact on the Licensee in relation to any Multichannel Video Programming Provider currently providing Video Programming to residents in the Town.

Section 2.5 POLICE AND REGULATORY

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter.

Section 2.6 TRANSFER, ASSIGNMENT OR DISPOSITION OF THE RENEWAL LICENSE

Pursuant to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Any transferee shall be subject to all of the terms and conditions contained in this Renewal License. The grant or waiver or a consent shall not constitute a waiver of any other rights of the Town, nor shall it render unnecessary any subsequent consent required by law.

Section 2.7 EFFECT OF UNAUTHORIZED TRANSFER ACTION

a. Any transfer, assignment or disposition of the Cable System without complying with Section 2.6 above and applicable federal and state law shall be null and void, and shall be deemed a material breach of this Renewal License;

b. If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License.

Section 2.8 REMOVAL OR ABANDONMENT

Upon termination of this Renewal License by passage of time or otherwise, and unless 1) the Licensee has its license renewed for another renewal term, or 2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, pursuant to Section 2.6 infra, or 3) the Licensee is certified by the FCC to operate an OVS system within the Town, or 4) the Licensee is authorized to offer and provide other services pursuant to applicable State or federal law(s), the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of, and/or utilize, any such property in any way or manner it deems appropriate. Any costs incurred by the Town, resulting from the removal, site restoration and/or abandonment of the Cable System, shall be paid to the Town by the Licensee upon request. No surety on any performance bond shall be discharged until the Issuing Authority has certified to the Licensee in writing that the Cable System has been dismantled, removed, and all other property restored, to the satisfaction of the Issuing Authority.

Section 2.9 EFFECT OF EXPIRATION, ABANDONMENT OR REVOCATION OF THIS RENEWAL LICENSE

In the event that: (a) the Issuing Authority does not grant another renewal of the License at the expiration of the term of this Renewal License; (b) an abandonment of the system occurs; or (c) this Renewal License is revoked prior the expiration date, and any appeal(s) have been exhausted, then the term of the Renewal License shall expire, all rights of the Licensee shall cease, with no value to the franchise itself, and the rights of the Licensee and Town, including the right to the Cable System, or any part thereof, shall be determined as provided in this Renewal License and by applicable law.

Section 2.10 COMPLIANCE WITH APPLICABLE LAW

The Licensee shall comply with all applicable laws, regulations, governmental and regulatory orders and decrees as amended from time to time during the term of this Renewal License. Nothing herein shall be deemed a waiver of Licensee' right, if any, to challenge the validity of such law, regulation or governmental or regulatory order or decree.

ARTICLE 3 SYSTEM DESIGN

Section 3.1 SUBSCRIBER NETWORK

a. The Licensee hereby acknowledges and confirms its intention to make available to all residents of the Town a minimum seven hundred fifty Megahertz (750 MHz) (or equivalent or greater) hybrid fiber/coaxial Subscriber Network, fully capable of carrying at least one hundred and ten (110) video channels in the downstream direction. The Issuing Authority acknowledges the Licensee's decision to rebuild the Cable Television System. Until such time, the Licensee shall continue to operate its current Cable Television System. Said upgraded Subscriber Network shall be completed and made available to all residents no later than December 31, 2000, unless force majeure conditions (see Section 14.7), such as the crossing of the Amtrack railroad tracks, prohibit the completion of the upgrade within said time period to a particular area or areas within the Town. In such instance(s), the upgrade in said area or areas shall be completed as soon as reasonably possible after the elimination or resolution of such force majeure condition(s).

b. This Renewal License shall not be considered a waiver of any permits required of the Licensee by the Town, the Commonwealth or any other governmental authority.

c. The Licensee shall provide the Issuing Authority and all of its Subscribers with the channel line-up on the upgraded Cable System. Said channel line-up shall be specific and include the total number of unduplicated Downstream Channels that will be activated and programmed, including the PEG Access Channels.

d. Upon completion of the system upgrade, the Licensee shall transmit all of its Signals to Subscribers in stereo, provided such Signals are furnished to the Licensee in stereo.

e. Within four (4) years of the effective date of this License, the its equipment and engineering permit, transmit all Signals as digital Signals if such Signals are transmitted to the Licensee as digital Signals.

f. At all times throughout this Renewal License, the Licensee shall meet all applicable FCC technical standards, as they may be amended from time to time.

Section 3.2 INSTITUTIONAL NETWORK AND DROPS

The Licensee shall provide, no later than July 1, 2001, and maintain, without charge to the Town, an Institutional Network ("I-Net") to be utilized by the Town and the Action-Boxborough Regional Schools in accordance with the terms herein. (For purposes of this Section 3.2, the term "Town" when used in the phrase "at no cost to the Town", shall include the Acton-Boxborough Regional Schools.)

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a. The backbone architecture of the I-Net shall be dedicated point to point Single Mode fibers emanating from the Acton Town Hall and running to each Town and School Building identified on Exhibit 3.2A of this Renewal License. An additional link shall be provided between the Town Hall and the Licensee's Headend. No point to point fiber link shall consist of less than two (2) fibers. The distribution portion of the I-Net within municipal buildings and schools shall be coaxial cable and coaxial cable associated components. The typical topology is as depicted on Exhibit 3.2D

b. The Licensee shall be responsible for providing, installing and maintaining, at no cost to the Town, all electronics and hardware necessary for the operational pathway from the Licensee Headend to each user wall plate within each municipal/school building as needed to make the sites operable. This is to include, but not be limited to, all optical lasers, optical splitters, optical jumpers, optical receivers, in both the downstream and the upstream directions, and internal building components required to accommodate distribution from the coaxial output of the Licensee provided optical receiver to distribution drop wall plate within a municipal building. Internal building distribution components are to include, but not be limited to, coaxial distribution cable, taps, splitters, connectors, bi-directional amplifiers, power supplies, re-insertion equipment, distribution drop coaxial cable, faceplate hardware, and any other items necessary to make the system operational to the faceplates. Re-insertion equipment includes, but is not limited to, rack and accessories, filters, combining network and any other items necessary to make the system operational for local insertion of channels inside of each school/municipal building. Should the Town have a party other than the Licensee (or the Licensee's contractor(s)/agent(s)) provide the above referenced equipment or electronics, other than with the permission of the Licensee or as a result of the failure of the Licensee to meet its commitments pursuant to this Section 3.2, the Licensee shall not be responsible for the maintenance of the equipment or electronics provided by said third party(s).

c. The Licensee, at its sole cost and expense, shall maintain and repair existing distribution drops previously provided by the Licensee that currently exist within the Town's municipal and school buildings identified on Exhibit 3.2B of this Renewal License, attached hereto and incorporated herein. The Licensee, at no cost to the Town, shall also provide, maintain and repair an additional one hundred (100) distribution drops within ninety (90) days after identification of location by the Town. The one hundred (100) drops will be selected by the Town from the list of drops identified on Exhibit 3.2C. Additional drops required beyond the count of one hundred (100) referenced herein, shall be provided and installed by the Licensee at the expense of the Town, at a cost not to exceed the Licensee's cost for materials and labor (under rate rulings, if applicable) plus 11.25%, the cost of which may, at the Issuing Authorities discretion, be deducted from the funds to be paid by the Licensee to the Town in Year Three (3) pursuant to the Access and Technology Fund (Section 6.9). Maintenance and repair of these drops (beyond the one hundred (100) drops provided by the Licensee) shall be the sole responsibility of the Town, however, if requested by the Issuing Authority or its designee, the Licensee shall maintain and/or repair said drops at the cost of the Town, at a cost not to exceed the Licensee's cost for materials and labor (under rate rulings, if

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applicable) plus 11.25%, which cost, may at the Issuing Authority's discretion, be deducted from the funds to be paid by the Licensee from the Access and Technology Fund in the subsequent year; however, in the last year of this Renewal License such maintenance and/or repair cost shall be paid for by the Town or its designee within thirty (30) days of a bill from the Licensee. A distribution drop, for purposes of this section of the document, is defined as the coaxial cable running from the I-Loop distribution equipment (taps) to the wall plate(s) located within rooms throughout the various buildings. The Licensee shall coordinate the location of each Drop and/or Outlet with each of the aforementioned institutions.

d. The Licensee shall supply, maintain and repair at its sole cost and expense, 30 converters to be used for the *Educational and Municipal Access to Residential Programming (EMARP)* combining network located at the Town Hall. The EMARP topology is as depicted on Exhibit 3.2E. The Licensee shall provide the aforementioned converters within forty-five (45) days after a written request(s) for the converter(s) by the Issuing Authority or its designee. The converters shall be capable of converting all programming that has been agreed on by both parties, to a usable format for re-broadcast onto the I-Net.

e. The Licensee shall, at its sole cost and expense, provide, repair and maintain an adequate number of tap ports from the residential network to the Town Hall. These tap ports are to be terminated in the immediate proximity of the I-Net combining network, for purposes of allowing the Town and the Acton-Boxborough Regional Schools the ability to pick channels from the residential network for re-broadcast on to the I-Loop through the use of the Licensee provided de-scrambling converters and Licensee provided channel processors (although filters may be provided, instead of channel processors, at the sole discretion of the Issuing Authority or its designee). The Licensee shall provide, repair and maintain, at its sole cost and expense, all components and hardware necessary to establish de-scrambled, clean Signals for re-broadcast, to include de-scrambling converters and processors. The Licensee shall, at its sole cost and expense, design, provide, repair and maintain a combining network at the Town Hall capable of supporting the upstream and downstream channels referenced in Subparagraph (f) below.

f. The I-Net shall be capable of transmitting between municipal buildings and public schools, among other things, video, electronic mail, data, interactive teaching, internet access, municipal building energy management monitoring, security monitoring, telephony services and municipal training.

g. The Town shall have exclusive use of the I-Net, however, the Town shall not act as a commercial Internet Service Provider by distributing or transmitting such services for commercial purposes over the I-Net or Subscriber Network to residential or commercial Subscribers. No other parties will be permitted to broadcast on the I-Net except for Town and/or school business and with approval from the Town (including the Acton School Department) and/or the Acton-Boxborough Public Schools. The Licensee shall provide the Town with reasonable engineering assistance,

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subject to reasonable availability, by its staff during the term of this license to assist in developing channel allocation/assignment of applications and services on the I-Loop.

h. Unless otherwise provided herein, the Town and its designated I-Net users shall be solely responsible for the purchase, maintenance and replacement of any and all user terminal equipment such as data modems and televisions. The Licensee shall be solely responsible for the purchase, maintenance and replacement of all I-Net Fiber Optic system equipment headend equipment, I-Net hub site equipment, Internal distribution components, distribution drops, processors/modulators, de-scrambling converters or other equipment necessary to make the I-Net function. The Town and its designated I-Net agents shall retain the right to manage and operate said equipment. Upon request, the Town agrees to exercise best efforts to provide the Licensee with appropriate space for I-Net equipment. The Licensee shall also be responsible for equipment to enable the I-Net to interact with the Subscriber Network such that I-Net Signals may be transmitted upstream to the Licensee Headend via I-Net channels and downstream on the appropriate Residential Access Channels.

i. The Licensee, at its sole cost and expense, shall be responsible for maintenance and repair of the I-Net in accordance with the following provisions:

- i. Licensee shall maintain I-Net video Signal quality as prescribed by FCC Rules and Regulations, Part 76.
- ii. Licensee shall reasonably determine, and assign the transmit and receive frequencies for all I-Net users subject to reasonable consultation with the users.
- iii. Licensee shall determine and design the correct Signal strength levels necessary to accommodate a quality distribution system throughout the I-Net, as prescribed by FCC Rules and Regulations, Part 76.
- iv. The I-Net shall be usable for ethernet service at 10Mbs. Licensee shall not interfere or in any way prohibit user interconnection of multiple work stations/computers or school or municipal local area networks to multi-user modems provided by municipal or school departments. Upon written request of the Town, the Licensee shall provide the Town with reasonable engineering assistance, subject to reasonable availability, by its staff during the term of this Renewal License to assist in developing the use of the I-Net or return capability. The I-Loop shall comply with current and future industry standard operational parameters for broadband data networks. Standards shall include, but not be limited to, DOCSIS (under development), IEEE 802.3 10-Broad36, IEEE 802.7.
- v. The I-NET shall be capable of supporting telephony services within three (3) years to allow for voice telephony between municipal buildings, schools, and

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commercial voice carriers. Nothing herein shall be construed to require the Licensee to provide additional equipment needed to provide telephony services.

- vi. The operational availability of the I-NET shall be 100%, ensuring uninterrupted use of services and applications running across the I-NET. At no time shall operational availability fall below 99% during prime business hours, as defined in Section 3.2 sub-section (j) of this Renewal License, or below 95% during non-prime business hours. The Licensee shall perform monitoring of the system acceptable to the Town's I-Net Administrators or their designee to show uptime is in compliance with the aforementioned operational availability percentages.
- vii. The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net facilities under its jurisdiction, as described above, and shall make a good-faith effort to support related testing of the I-Net infrastructure deemed to be required by the I-Net Administrator(s) for User interface fault isolation. Scheduled I-Net infrastructure tests shall be performed at least once per year. Tests, at a minimum, shall show that the system is in compliance with industry accepted parameters for over-all spectrum response, carrier to noise, cross-modulation, second order beating, composite triple beat, ingress/egress and end to end system balance to ensure the operational integrity of the optical transmission equipment, optical receiving equipment, and other I-Loop equipment. The Licensee shall perform any and all tests on the I-Loop that become a recommendation and/or requirement set forth by the FCC or other governing authority for I-Nets in the future. Test results shall be submitted to the I-Net Administrator(s) within thirty (30) days of test completion.
- j. The following requirements shall apply to the parties with respect to outages and repairs:
 - i. The Town and/or Acton-Boxborough Regional Schools agree to appoint an I-Net Administrator(s) and notify Licensee of the name and telephone number(s) for contact of such person(s) within thirty (30) days after execution of this License.
 - ii. The hours 7:00 AM to 4:00 PM Monday through Friday are defined as Prime Business Hours for the Town. During Prime Business Hours, the Licensee shall make its best efforts to initiate action(s) to correct critical outages, as brought to the attention of the Licensee by the Town's and/or Acton-Boxborough Regional School I-Net Administrator(s), within one (1) hour of the time that it is notified of any such outage by the I-Net Administrator(s). Notwithstanding the foregoing, the Licensee shall respond to all critical outages occurring within Prime Business

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Hours within two (2) hours of the time that it is notified of any such outage by the I-Net Administrator(s). A critical outage is an outage of the I-Net which disrupts operation of time sensitive business.

- iii. For critical outages occurring outside of Prime Business Hours, the Licensee shall initiate action(s) to correct such outages not later than the next Prime Business Hour.
- iv. For all non-critical outages, the Licensee shall respond within six (6) hours during Prime Business Hours, unless otherwise agreed to by the parties hereto.
- v. For scheduled I-Net maintenance or upgrade activities, and any scheduled Subscriber Network maintenance activities that may impact the I-Net, whether initiated at the Town's request or by the Licensee, the Licensee shall provide a minimum of one (1) week notice to the I-Net Administrator(s), unless otherwise agreed to by the I-Net Administrator.
- vi. For all other non-emergency (scheduled or otherwise) I-Net activities or Cable System/Subscriber Network activities that may impact the I-Net or likely to create any outage of I-Net service, the Licensee shall notify the I-Net Administrator(s) at least forty-eight (48) hours prior to the commencement of any such activities. For all other maintenance activities, including emergency maintenance, the Licensee shall provide as much notice as is reasonably possible under the circumstances.
- vii. All Town requests for I-Net maintenance and Licensee's notices of the same shall be coordinated with the I-Net Administrator(s).
- viii. In the event that the Subscriber Network and the I-Net experience an outage simultaneously, it is the understanding of the parties hereto that the Licensee's first priority is to repair the Subscriber Network. Notwithstanding the foregoing, if the I-Net outage is a critical outage, repair of the I-Net shall instead take priority, except in the case wherein a simultaneous critical outage of the Subscriber Network is so widespread as to affect more than twenty five (25) Acton Subscribers.

k. Upon written request of the Issuing Authority, the Licensee shall, at no cost to the Town, make extensions to the I-Net, new dedicated point to point Single Mode fibers emanating from the Acton Town Hall, to accommodate new municipal buildings and schools during the life of this Renewal License.

l. In the event that applicable federal and state law or regulation allows the Licensee to incorporate any cost of the I-Net in its Subscriber rates, the Licensee may only do so to the extent allowed under said laws and regulations, including, but not limited to, compliance with 47 CFR

76.922. It is the parties' understanding and agreement that this means that only amounts above the first One Hundred Thousand Dollars (\$100,000) of I-Net costs can be included in said Subscriber rates. If requested to do so by the Issuing Authority, the Licensee shall provide a detailed written explanation of any such I-Net costs in sufficient detail to enable the Issuing Authority to understand the costs and how they have been allocated, passed-through, line-itemed or otherwise incorporated in charges to Subscribers. Unless agreed to otherwise, the Licensing Authority shall provide said written explanation of costs to the Issuing Authority, in writing, within fourteen (14) days of a written request to do so by the Issuing Authority.

Section 3.3 SYSTEM INTERCONNECTION

a. The Acton Cable System shall be capable of being directly interconnected with the Boxborough Cable System.

b. Upon the request of the Town of Boxborough Issuing Authority at any time after the upgrade of the Boxborough Cable System, and after a subsequent vote by the Acton Issuing Authority reaffirming Acton's authorization for the interconnection, the Acton and Boxborough Cable Systems shall be interconnected by the Licensee. However, if at that time the Boxborough Cable System is operated by a Licensee different from the Licensee operating the Acton Cable System or not otherwise an Affiliate of the Acton Licensee, said interconnection shall also require the approval of Boxborough's Licensee.

c. If after the Acton system upgrade, the interconnection can be completed at no additional cost with respect to the Acton portion of the interconnection, the interconnection shall be completed at no cost to Acton subscribers.

d. The Licensee shall, if requested by the Issuing Authority, use its best efforts to provide for the interconnection of the Acton Cable System with any other cable system, other than the Boxborough system for which specific provision is made above. Interconnection of systems or channels may be accomplished by direct cable connection, microwave link, satellite, or other appropriate and economically feasible method. Upon receiving the request of the Issuing Authority to interconnect a system or channels, the Licensee shall initiate negotiations with the other affected system(s) in order that costs may be appropriately shared for the interconnection link. The Town shall rescind its request for interconnection if the Licensee has negotiated in good faith and has failed to obtain an approval from the system or systems of the proposed interconnection, or that the cost of the interconnection would cause an unreasonable or unacceptable increase in subscriber rates, or if the system architectures involved are incompatible for purposes of interconnection. The foregoing is contingent on the willingness of the other Licensee(s) and Issuing Authority(s) to participate on equitable terms and the foregoing being in accordance with any applicable laws.

e. In the event that applicable federal and state law or regulation allows the Licensee to incorporate any cost of a system interconnect in its Subscriber rates, the Licensee may only do so, in accordance with Section 3.3(b) and (d), above, and to the extent allowed under said laws and regulations, including, but not limited to, compliance with 47 CFR 76.922. If requested to do so by the Issuing Authority, the Licensee shall provide a detailed written explanation of any such interconnect costs, in sufficient detail to enable the Issuing Authority to understand the costs and how they have been allocated, passed-through, line-itemed or otherwise incorporated in charges to

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Subscribers. Unless agreed to otherwise, the Licensing Authority shall provide said written explanation of costs to the Issuing Authority, in writing, within fourteen (14) days of a written request to do so by the Issuing Authority.

Section 3.4 EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.

Section 3.5 CONSTRUCTION MAPS

Upon completion of the upgrade to 750 MHZ (or its equivalent or greater) the Licensee shall file with the Issuing Authority or its designee "as-built" maps of the Cable System in both hard copy and electronic format. Thereafter, if changes are made to the cable system such that a map(s) is no longer accurate, the Licensee shall file with the Issuing Authority an updated "as-built map(s)", with thirty (30) days of such change(s).

Section 3.6 STANDBY POWER

Upon the completion of the upgrade of the cable system to 750 MHZ (or its equivalent or greater) as referenced in Section 3.1, the Licensee shall maintain standby power at the Headend facility and any sub-headend facility services to the Town. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate generators, and shall become activated automatically upon the failure of normal power supply. Upon written request, the Licensee shall furnish evidence to the Issuing Authority that such standby power has been tested annually and is in good repair.

Section 3.7 PARENTAL CONTROL CAPABILITY

Upon request and in accordance with applicable federal and/or state law and regulations, the Licensee shall provide Subscribers with the capability to control the reception of any channel on the cable television system. Such capability shall be provided free of charge to the Subscribers who utilize an addressable converter.

Section 3.8 INTERNAL HOME WIRING

Subscribers may, to the extent compatible with the Cable System and not in violation of any signal leakage requirements, use their own home wiring and outlets for interconnection to use the Cable System for outlets and additional outlets, subject to applicable law. The Licensee shall, upon request, make available to Subscribers its specifications and policies concerning the requisites of home wiring compatibility with the Cable System. The parties acknowledge the Licensee has a right to disconnect such home wiring interconnections to the Cable System in the event signal leakage is occurring and is in violation of FCC signal leakage requirements.

Section 3.9 FUTURE TECHNOLOGY

At the written request of the Issuing Authority, but not more than once every two (2) years, the Licensee shall review with the Issuing Authority and/or its designee changes in relevant cable technology that might benefit Acton Subscribers. Upon the written request of the Issuing Authority, the Licensee shall also submit a written report to the Issuing Authority, which lists other comparable systems, based on the number of subscribers, operated by the Licensee in other municipalities within the Route 128 and Route 495 area of the Commonwealth of Massachusetts, and details the status of new cable technology in those systems.

**ARTICLE 4
SERVICE AVAILABILITY, CONSTRUCTION, INSTALLATION AND
MAINTENANCE STANDARDS**

Section 4.1 SERVICE AVAILABLE TO ALL RESIDENTS

a. Subject to subsections (b), (c) and (d) below, the Licensee shall make its service available to every residential dwelling unit in the service area in the Town, regardless of the type of dwelling or its geographical location, unless legally prevented from doing so or denied access by the owners of private property or multiple dwelling units.

b. Except as permitted by law, installation charges shall be non-discriminatory, except that an additional charge for time and materials may be made for customized installation within a Subscriber's residence. Subscriber participation in a Licensee marketing promotion shall be exempt from this provision.

c. Any dwelling unit within one hundred fifty feet (150') of the existing Cable System plant or public way, whichever is closer to the dwelling unit, shall be entitled to a standard installation rate, regardless of whether the installation is aerial or underground. Any installation, whether aerial or underground, over one hundred fifty feet (150') feet from the existing Cable System plant or public way shall be considered non-standard and provided at a rate comprised of Licensee's standard aerial installation rate plus Licensee's actual cost to extend beyond the one hundred fifty feet (150') in accordance with federal and/or state requirements, and if there are no such requirements, then at actual cost plus a reasonable rate of return.

d. As new areas of Acton are developed, the Licensee shall extend its cable system to all such areas served by public power and telephone within a reasonable time, but in no event later than three (3) months after completion of the extension of the power and telephone services (unless there is a delay in obtaining pole licenses from pole owners not caused by the act(s) or omission(s) of the Licensee) and at the Licensee's expense. In order to help obviate the need for unnecessary re-trenching to retrofit feeder and/or drops to support future Cable Services to residences in newly constructed subdivisions, the Licensee shall make reasonable efforts to coordinate the installation of conduit with developers and/or contractors constructing residential subdivisions. Cable service

shall be available to any new dwelling constructed in the Town no later than thirty (30) days after the issuance of an occupancy permit or a written request by a resident residing in the new area, whichever is sooner.

Section 4.2 LOCATION OF CABLE TELEVISION SYSTEM

Poles, towers and other obstructions shall be erected, as necessary, so as not to interfere with vehicular or pedestrian traffic. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable Federal, State and local laws and regulations.

Section 4.3 CHANGE-OVER PROCEDURES

The Licensee's upgrade to a 750 MHZ Cable System (or its equivalent or greater) shall be in accordance with the following procedures:

a. Before any Subscriber is changed-over to the upgraded System, the Licensee shall inform all Subscribers of pertinent facts regarding such changeover.

b. Periodically, the Licensee shall notify residents of the areas that are subject to changeover by direct mail and one local channel, and provide either an informed representative or a recorded message, updated as upgrade events require, via a publicly listed and toll free telephone number for Acton Subscribers, to inform residents regarding these matters.

c. The Licensee hereby informs the Town that during the change-over period, there will be no installation charges to existing Subscribers for change-over to the 750 MHZ System (or its equivalent or greater); provided, however, additional installation charges may be applicable for ancillary or other special or new Service(s), at the discretion of the Licensee, if allowed by applicable law.

d. Within a reasonable period of time after the completion of the upgrade, the Licensee shall remove that portion of the Subscriber network and related equipment of the current 450 MHZ Cable System that will not be utilized in the upgraded 750 MHZ Cable System (or its equivalent or greater) from the public ways unless retention of such equipment is explained to the reasonable satisfaction of the Issuing Authority. In the event of a disagreement between the Town and the Licensee regarding specific Cable System plant to be removed, the Town and Licensee shall meet and discuss the issue, in good faith, in order to resolve any such disagreements. The Licensee shall cooperate with the Issuing Authority, in good faith, to address any concerns of the Town regarding the Licensee's occupation of the public ways and/or public safety, including police details.

Section 4.4 NOTICE CONCERNING CONSTRUCTION ACTIVITIES

On a monthly basis during its upgrade of the Cable System, the Licensee shall supply the Issuing Authority, the Department of Public Works and the Chief of Police with a map or a list of the areas of the Town which are anticipated to be under construction the following month. The Licensee shall, at the request of the Issuing Authority, furnish the Issuing Authority or its designated representatives with progress reports indicating in detail the progress in the upgrade of the Cable System.

Section 4.5 UNDERGROUND FACILITIES

In areas of the Town having telephone lines and electric utility lines underground, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and/or electric utility company(s) as required to be placed underground by the Town, the Licensee shall likewise place its cables, wires and other equipment underground without charge to the Town, subject to applicable law regarding compensation thereof. Underground cable, wires and equipment shall be placed beneath the pavement subgrade in compliance with applicable law, regulations and standards. The Licensee acknowledges and agrees to comply with the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 4.6 TREE TRIMMING

In the installation, maintenance, operation and repair of poles, cables, wires, and all appliances or equipment of the Cable System as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all trees whether on public or private property and shall cut or otherwise prune such trees only to the least extent necessary. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all applicable bylaws and regulations regarding tree and root trimming and pruning. No cutting of public shade trees shall occur except upon a permit in writing from the Town Tree Warden or person or body having the authority of a tree warden. Nothing in this Renewal License grants permission to the Licensee to cut, trim or prune trees or vegetation owned by private persons, however the Licensee shall use its best efforts to obtain the prior permission of the owner of any privately owned tree or other vegetation before it cuts, trims or prunes such trees or vegetation.

Section 4.7 RESTORATION TO PRIOR CONDITION

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

Section 4.8 TEMPORARY RELOCATION

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

Section 4.9 CONSTRUCTION, MAINTENANCE AND SAFETY STANDARDS

a. The Licensee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with the applicable provisions of the Massachusetts Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Cable Division and the FCC, all State and local laws, any other applicable regulations, and all land use restrictions as the same exist or may be amended hereafter.

b. All structures, lines, equipment and connections, wherever situate, shall at all times be kept and maintained in a safe condition and in good working order and repair.

Section 4.10 PEDESTALS

In any cases where passive and/or active devices are to be utilized by the Licensee in a public way, such equipment shall be in a low-profile electronic control box as shown in Exhibit 4.10 or comparable equipment, subject to and in accordance with applicable Town bylaws and regulations, and subject to approval of applicable Town boards or departments, at Town approved locations to be determined when the Licensee applies for an underground permit, which shall not be unreasonably denied. All such equipment shall be shown on the construction maps submitted to the Town in accordance with Section 3.5.

Section 4.11 PRIVATE PROPERTY

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

Section 4.12 RIGHT TO INSPECTION AND TESTING

a. The Town by its designee(s) shall have the right to inspect the plant, equipment and other property of the Licensee in the Town, including, but not limited to all construction, installation and/or upgrade work performed, and to make such tests as deemed necessary to ensure compliance with the terms and conditions of this Renewal License and all other applicable law and regulations. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

b. Except as otherwise provided by this Renewal License or applicable law or regulations, tests performed by the Town shall be at the Town's cost and expense and shall have the prior written approval of the Licensee, which approval shall not be unreasonably denied.

Section 4.13 "DIG SAFE"

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

Section 4.14 VOLUNTARY SERVICE INTERRUPTION

The Licensee may interrupt service for the purpose of upgrading, repairing or testing the Cable System and, if practical, shall do so only during periods of minimum use and only after a minimum of forty-eight (48) hours notice to affected Subscribers, given over one (1) of the Cable System's Public Access channels. The Licensee shall notify Subscribers, if the Licensee is aware, or should be aware, that affected Subscribers are eligible for a rebate in accordance with the provisions of this Renewal License or applicable law or regulation.

Section 4.15 DISCONNECTION AND RELOCATION

The Licensee shall, without charge to the Town, protect, support, temporarily disconnect, relocate in the same street or other public way, or remove from any street or any other public ways, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.16 EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, and it is not practical or feasible to request such removal by Licensee, (or the Licensee is unable to remove such facilities) the Town shall have the right to do so at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority for the reasonable cost and expense of such emergency removal within thirty (30) days of submission of a bill. If such costs are not reimbursed as required herein, and not subject to a bonafide dispute, the Issuing Authority may make demand(s) for such costs from the Performance Bond. Nothing herein shall prohibit the Issuing Authority from making a demand on the Performance Bond, at any time, in order to comply with any time requirement in which to make a demand under said Bond. The Licensee shall be eligible, where applicable, for reimbursement under any federal or state program providing reimbursement, and the Town, at the Licensee's request, shall reasonably cooperate in the Licensee's efforts to secure such reimbursement.

Section 4.17 REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority for the cost and expense of such removal within thirty (30) days of submission of a bill thereof. If such costs are not reimbursed as required herein, and not subject to a bonafide dispute, the Issuing Authority may make demand for such costs from the Performance Bond. Nothing herein shall prohibit the Issuing Authority from making a demand on the Performance Bond, at any time, in order to comply with any time requirement in which to make a demand under said Bond.

Section 4.18 RELOCATION OF FIRE ALARMS

The Licensee shall not relocate any fire alarm cable or equipment except with the consent and approval of the Acton Fire Chief. Any transfer of fire alarm cables or equipment shall be performed by the Acton Fire Department or its designee. The Licensee shall reimburse the Town, at cost, for any reasonable expenses, including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for the Licensee's cable to the extent Licensee's attachments cause a fire alarm to be out of compliance with applicable code.

Section 4.19 COMMERCIAL ESTABLISHMENTS

The Licensee shall make Cable Service available to any commercial establishment in the Town provided that said establishment(s) agree(s) to pay for installation, line extension costs (if any) and monthly subscription costs as established by the Licensee.

ARTICLE 5 SERVICES AND PROGRAMMING

Section 5.1 BASIC SERVICE

The Licensee shall provide a Basic Service tier which shall include all Signals which are required to be carried by a Cable Television System serving the Town, pursuant to applicable law and regulations, and the PEG Access Channels.

Section 5.2 PROGRAMMING

Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of programming set forth in Exhibit 5.2, attached hereto and incorporated herein. Except as otherwise provided by law, programming decisions are at the sole discretion of the Licensee.

Section 5.3 CHANNEL LINE-UP

The Licensee shall provide the Issuing Authority and all Subscribers with written notice of its intent to substantially change the Acton programming line-up at least thirty (30) days before any such change is to take place. Within a reasonable time, the Licensee shall also provide Subscribers with a revised channel lineup card or other suitable marker indicating the new channel line-up.

Section 5.4 LEASED CHANNELS FOR COMMERCIAL USE

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

Section 5.5 SCRAMBLING

a. Licensee shall not scramble or otherwise encode, in any manner or form, for the entire term of this Renewal License any off-the-air Signals or any of the PEG Access Channels. For purposes of this Section, "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning defined by applicable law and/or regulation.

b. The Licensee reserves its rights to scramble or otherwise encode any cable channel(s), except for the channels referenced in Section 5.5(a) above, as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

Section 5.6 VCR/CABLE COMPATIBILITY

In order that Subscribers to the Cable Television System have the capability to simultaneously view and videotape a channel and set their "time shifter" to record multiple channels remotely, the Licensee shall provide to any subscriber, upon request, an A/B switch, which will allow VCR owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR, except in instances where there exists two (2) or more scrambled Signals. Said A/B switch shall be available to all Subscribers. The Licensee shall inform Subscribers regarding optional capabilities to simultaneously view and videotape two different subscribed channels and set VCR controls or external control devices to record multiple channels sequentially and automatically. Notification regarding such options shall be made at the time of installation, and otherwise shall be provided to any Subscriber upon request. Such information shall include identification of required accessories (i.e., splitters and A/B switches) and written procedures for their use, which will allow VCR owners to tape and view simultaneously any channel capable of being received by such owner's television set and/or VCR, the exception being that the Subscriber can view and record two different scrambled Signals simultaneously only through the use of a second Converter as well. Attached hereto, as Exhibit 5.6, are the different options currently available to VCR owners for installing VCR's to be compatible with the Cable System. The Licensee shall make these options available to all Subscribers and provide Subscribers with written informational updates upon any applicable changes, if any.

Section 5.7 REMOTE CONTROL DEVICES

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

Section 5.8 REMOVAL OF ANTENNAS - A/B SWITCHES

The Licensee shall not remove any television antenna of any subscriber, but shall offer to said subscriber and maintain an adequate switching device (i.e. "A/B Switch") to allow said subscriber to choose between cable and non-cable television reception.

Section 5.9 LOSS OF SERVICE-SIGNAL QUALITY

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

Section 5.10 CONTINUITY OF SERVICE

The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for (i) necessary service interruptions, as a result of Cable System or equipment failures; (ii) where there is a reasonable suspicion documented by the Licensee of theft of services; (iii) for non-payment for which termination is not otherwise prohibited under applicable law; (iv) when a Subscriber engages in illegal conduct with respect to cable services; or (v) where the Licensee is authorized by statute, regulation, court order, or a lawful order or decision of the Division to interrupt Service. All of the above are subject, however, to any rights granted to Subscribers under applicable law.

Section 5.11 WRITTEN NOTICE OF EQUIPMENT POLICIES

The Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before installation is reached and annually to all existing Subscribers. Thirty (30) days prior to changing any policy or practice regarding equipment, the Licensee shall notify, in writing, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice.

Section 5.12 FREE SERVICE TO PUBLIC BUILDINGS

a. The Licensee shall continue to provide, at no cost to the Town and Schools (Acton Public Schools and Acton-Boxborough Regional Schools), the level of Cable Services currently provided to public buildings. With respect to service to schools, said cable service shall include all Cable in the Classroom programming or its successor programming, as long as the Licensee participates in and receives Cable in the Classroom or its successor. The specific schools and municipal buildings to which Cable Service shall be provided are listed on Exhibit 3.2A attached hereto. Said cable service shall also be provided to other public buildings pursuant to Section 3.2(k) of this Renewal License. Delivery of said services shall be pursuant to the *EMARP* architecture as defined in Section 3.2(d) and as depicted on Exhibit 3.2D of this document regarding the I-NET.

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b. The Licensee shall, at its sole cost and expense, provide, repair and maintain one system drop from the residential network and one converter to each school and municipal building for the purpose of receiving permitted programming pursuant to Section 5.12(a) above that may be outside of the scope of *EMARP*. With respect to any building not a part of *EMARP*, if any, the Licensee shall at its own cost and expense provide, install and maintain a Subscriber Cable Drop and/or Outlet and one (1) converter for each Outlet. The Licensee shall coordinate the location of each Drop and/or Outlet with party receiving the equipment and service. The Licensee shall repair and/or replace Drops, Outlets and Converters malfunctioning as a result of normal wear and tear, at its sole cost and expense.

c. In the event that applicable federal and state law or regulation allows the Licensee to incorporate any cost of the service to public buildings in its subscriber rates, the Licensee may only do so to the extent allowed under said laws and regulations, including, but not limited to, compliance with 47 CFR 76.922. If requested to do so by the Issuing Authority, the Licensee shall provide a detailed written explanation of any such costs, in sufficient detail to enable the Issuing Authority to understand the costs and how they have been allocated, passed-through, line-itemed or otherwise incorporated in charges to Subscribers. Unless agreed to otherwise, the Licensing Authority shall provide said written explanation of costs to the Issuing Authority, in writing, within fourteen (14) days of a written request to do so by the Issuing Authority.

Section 5.13 CABLE MODEM SERVICE

If and when the Licensee offers cable modem service to residential Subscribers in Acton, other than on a trial basis, the Licensee shall also offer cable modem service for one or more modems to municipal and public school buildings located in the Town. Notwithstanding the above, it is recognized that the Licensee may rollout its cable modem service in Acton on a area by area basis, and that as a result cable modem service may not be available for all municipal and public school buildings at the same time.

**ARTICLE 6
PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS,
FACILITIES, EQUIPMENT AND SUPPORT**

Section 6.1 PEG ACCESS GENERALLY

The Licensee shall continue to be responsible for providing: (i) public, educational and governmental ("PEG") access, and (ii) government and community (hereinafter referred to as "Community Programming"- programming, facilities, equipment and support to all residents of the Town and to students attending and using such programming, facilities and equipment at the Acton-Boxborough Regional Schools and the Acton Public Schools, pursuant to the provisions of this Article 6. To this end, the Licensee shall:

- a. Continue to maintain and operate the PEG/Community Programming studio and staff in accordance herewith;

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- b. Continue to employ the staff for Acton PEG/Community Programming in accordance herewith;
- c. Continue to manage the annual budget for Acton PEG/Community Programming in accordance herewith;
- d. Purchase, install, operate, maintain and repair equipment, with the funds allocated for such purposes in accordance herewith;
- e. Schedule, operate and program the PEG Access Channels provided in accordance herewith;
- f. Purchase PEG/Community Programming equipment in accordance herewith;
- g. Continue to manage PEG/Community Programming programming in accordance herewith;
- h. Establish rules, procedures and guidelines for the use and operation of the PEG Access Channels in accordance herewith;
- i. Provide outreach, notices and other support services to PEG Access Users;
- j. Assist PEGAccess Users in the production of Programming of interest to Subscribers;
- k. Accomplish such other tasks relating to the operation and management of the PEG Access channels, facilities and equipment as appropriate and necessary.

Section 6.2 PEG ACCESS FACILITIES AND STAFF

a. The Licensee shall continue to operate, equip, maintain, staff and manage, at no charge to the Town or Access Users, a complete color television Studio at the Acton-Boxborough Regional High School for the production and cablecasting of PEG/Community Programming. The studio and all equipment shall be maintained in good and safe working order.

b. The studio shall be open not less than forty (40) hours per week, including some evening and weekend hours, for PEG Access Users. The studio shall be staffed not less than thirty-five (35) hours per week, including some evening and weekend hours, as measured on a quarterly basis, by the Access Coordinator. The specific hours shall be based upon the reasonable needs of PEG studio users to be arrived at by mutual agreement between the Licensee and the Issuing Authority or its designee, and shall be subject to approval by the Superintendent of the Acton-Boxborough Regional Schools or his/her designee. The Licensee shall inform the public of the days and hours when the studio will be open and also available for use by appointment. The Licensee shall notify, in writing, the Issuing Authority and the Cable Advisory Committee of any change in the regular hours of the studio. Notice of such change shall also be cablecast by the Licensee on the Public Access Channel, with notice also being published, by the Licensee at its cost, no less than twice in a local newspaper of general distribution in the Town. The Licensee shall make good faith efforts to reasonably

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accommodate requests for appointments unless prior scheduling commitments conflict with such request(s).

c. Notwithstanding the provisions of subparagraph (b), above, the Audiovisual Media Department Director (or successor position) and his/her designees, shall have priority use of the studio Monday to Friday from 7:00 a.m to 3:00 p.m. At all other times, the Audiovisual Media Department Director (or successor position) and his/her designees shall have the right to use the studio as long as it does not unreasonably interfere with the PEG/Community Programming operation of the studio.

d. The studio shall be for the exclusive use of Acton PEG users (which shall include students at Acton-Boxborough Regional Schools and the Acton Public Schools) and the Community Programming staff for Acton PEG Channel purposes only, on a first come, first-serve basis. The Acton-Boxborough Regional Schools and the Acton Public Schools, and any teachers and staff assigned by them, shall have full use of the studio for any educational purpose, including, but not limited to the teaching of classes and for instruction. The Licensee and the Schools shall cooperate with respect to the use of the studio. The studio shall not be used for any other purpose or for the benefit of any other persons than those referenced herein, unless otherwise agreed to by the Issuing Authority or its designee in advance of such intended use.

e. The Licensee shall continue to employ, at its sole cost, one full time (40 hours per week) Access Coordinator at the above referenced studio. This Access Coordinator shall provide the combined functions of Access Coordinator, PEG Producer and PEG Production Studio Technician. The responsibilities of this staff person shall include:

- i. Producing and cablecasting PEG/Community Programming as defined and specified in Section 6.6;
- ii. Providing outreach services to encourage Acton residents, students attending public schools in Acton, and public and private institutions and groups, including, but not limited to senior citizen and youth organizations in Acton to use the studio and to produce PEG programming. A minimum of eighty (80) hours per year shall be spent on outreach services to the general public (not including students), including, but not limited to informing the residents of the Town of PEG Access and opportunities for participation and speaking to civic groups. These outreach services shall be documented in writing, with a copy provided to the Issuing Authority and Cable Advisory Committee no less than once per year;
- iii. Assisting PEG volunteers in the production of video programming of interest to Subscribers a minimum of fifteen (15) hours per week. If less than fifteen (15) hours are required for such assistance, the staff person shall spend the difference between the time spent for this purpose and said fifteen (15) hours either producing programming of interest to Subscribers in Acton ("Community Programming"), including such programming suggested by Town residents, or actively seeking PEG producers;

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- iv. Teaching a minimum of six (6) sets of training classes per year (not only students) for residents of the Town. Notices of training classes shall be cablecast on the appropriate bulletin board no less than four (4) times a day during the two (2) weeks prior to the beginning of the training class and notice shall be published at least once in a local newspaper of general distribution in the Town;
- v. Conduct regular training classes for Acton students, in coordination with the Acton-Boxborough Regional Schools and/or the Acton School Department, throughout the school year and in the summer, on the skills necessary to produce quality PEG Access programming;
- vi. Provide assistance to the Acton-Boxborough Regional Schools and the Acton Public Schools in the development and production of educational programming;
- vii Cooperate with the Acton Memorial Library in the development of a coordinated program of PEG Access education and skills training; and
- viii. Engage in such other tasks relating to the operation, scheduling and/or management of PEG Access Channels and PEG/Community Programming facilities and equipment, as appropriate and necessary for an access studio.

Unless otherwise engaged in one of the activities referenced above, the Access Coordinator shall be providing PEG Access services at the studio. The Licensee shall provide the Issuing Authority or its designee with a quarterly report regarding the progress of the Access Coordinator in relation to the responsibilities set out in this Section 6.2.

f. A Production Technician, who shall not be the same individual as the PEG Access Director, shall spend a minimum of forty (40) hours per month, as averaged over a three (3) month period, at the Acton studio working on and assisting with technical and related matters arising from or related to the Acton PEG channels and their operation and distribution.

g. The Licensee shall maintain an accurate time sheet(s) of all hours worked by the Access Coordinator and the Production Technician at the Acton studio. A copy of that time sheet(s) shall be provided to Issuing Authority or its designee at the end of every month.

h. The Licensee recognizes that the staffing of the studio by the Licensee is an important and sensitive issue. The Licensee shall take every step necessary in the staffing process and in the management of its staff at the studio to insure the appropriate conduct and environment required in an institution of learning. The Licensee shall consult with the Superintendent of the Acton-Boxborough Regional Schools or the Superintendent's designee (hereinafter referred to as the Superintendent in this subparagraph) whenever deemed appropriate or necessary by the Licensee or requested by the Superintendent. Should the Superintendent contact the Licensee's program director, or other person in charge of, or responsible for, the Licensee's staff at the Acton studio, with information that there is an issue with conduct of one of the Licensee's employees, the Licensee shall meet with the Superintendent and shall work in good faith to properly address the matter. If the Licensee does not, in the reasonable opinion of the Superintendent, properly address the matter, the

Superintendent shall have the right to request the removal of the subject employee from the Acton studio and their replacement by another qualified person. The Town recognizes that the replacement of the employee by another qualified person may, in some instances, not be immediate. Until such time as a qualified replacement employee is assigned to the Acton studio, the Licensee shall make its best effort to provide the coverage and fulfill the obligations required of it pursuant to this Section 6.2 of this Renewal License. However, nothing herein shall relieve the Licensee from diligently trying to fill the subject position which is vacant as a result of the Superintendent acting in accordance with the provisions of this subparagraph (h).

Section 6.3 MINIMUM PEG ACCESS BUDGET FOR ACCESS STAFF

- a. The annual budget for the operation of the studio, not including: (i) utility costs; (ii) insurance costs, including, but not limited to workers compensation insurance, comprehensive general liability insurance and property insurance; (iii) Internet equipment and services; (iv) cleaning services; and accounting and legal services, shall be not less than Fifty Thousand Dollars (\$50,000) for the first year of this Renewal License and shall increase each year thereafter by five percent (5%).
- b. The Licensee shall not include any amounts related to operating costs for the studio, referenced in Section 6.3(a) above, as external costs, as defined and used in the FCC regulations, in any future subscriber rate filing, nor as operating costs in a cost of service rate filing, nor shall such operating costs be separately itemized, added on to maximum permitted rates, or otherwise incorporated into charges to Subscribers.

Section 6.4 PEG ACCESS/COMMUNITY PROGRAMMING EQUIPMENT AND FACILITIES

- a. All studio and portable equipment deemed by both the Licensee and Issuing Authority or its agent(s) to be in good condition shall continue to be deployed in the studio. An inventory of the equipment which shall continue to be deployed shall be provided to the Issuing Authority within thirty (30) days of the Effective Date of this Renewal License.
- b. The Licensee shall, no later than February 1, 2001, expend the sum of One Hundred Ten Thousand Dollars (\$110,000) as follows: (i) Ten Thousand Dollars (\$10,000) to rewire the studio; and (ii) One Hundred Thousand Dollars (\$100,000) for studio and portable equipment. Any portion of the Ten Thousand Dollars not used for the rewiring of the studio shall be expended on studio and portable equipment.
- c. The Licensee shall also provide, at its sole cost and expense, new studio and portable equipment within three (3) months of the fifth anniversary of the Effective Date of this Renewal License costing and valued at no less than Fifty Thousand Dollars (\$50,000)
- d. With respect to studio and portable equipment provided by the Licensee pursuant to Subparagraphs (b) and (c), above, prior to the purchase of any equipment, but after initial deliberations with the Issuing Authority or its designee, the Licensee shall provide said Issuing Authority or its designee for its approval, a list of the new equipment proposed to be provided or purchased, together with the actual quoted price to be paid for each item. Within thirty (30) days after the completion of the rewiring and the installation of equipment, the Licensee shall submit to

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the Issuing Authority, a copy of the actual invoices for all services (including installation) and equipment. In the event of a disagreement between the Town and the Licensee as to the type of any equipment to be purchased and/or the cost, the Issuing Authority shall have the right to require the Licensee to provide a capital grant in the same amount to the Town for the purchase of such new equipment. The Licensee shall not be in non-compliance with the time periods set out in Subparagraphs (b) and (c) above, if the delay results from the Issuing Authority review or a disagreement regarding equipment prior to any decision by the Issuing Authority to require a capital grant in lieu of equipment pursuant to this subparagraph.

c. The Licensee shall not include the first One Hundred Forty Thousand Dollars (\$140,000) in capital costs for the studio as external costs, as defined and used in the FCC regulations, in any subscriber rate filing, nor as capital or other costs in a cost of service rate filing, added on to maximum permitted rates or otherwise incorporated into charges to Subscribers.

d. The Licensee shall own (other than as provided for in the final sentence of this subparagraph (d)), install, maintain, repair, insure and replace all PEG equipment purchased pursuant to this Section 6.3 at its sole cost and expense. All such equipment shall continue to be deployed in the studio and portable equipment shall be available at all reasonable times for live transmission or video taping outside the studio. In the event that any such equipment must be repaired and such repair shall take in excess of fourteen (14) days, the Licensee shall provide replacement equipment. Any permanent affixations to the studio, including, but not limited to internal wiring, conduits or fixtures, shall become the property of the Acton-Boxborough Schools, at such time, if any, that the School Superintendent notifies the Licensee in writing of the same.

e. The Licensee shall, upon reasonable request by the Issuing Authority or its designee, provide the use of a mobile production van to the Town or its designee. Said mobile production van shall be provided to the Town or its designee at the Licensee's sole cost and expense up to twelve (12) times per year. Thereafter, beginning on the 13th day of use in any one year, the cost of the van to the Town or its designee shall be Seven Hundred Fifty Dollars (\$750) per day for each day the van is used thereafter that calendar year. The Licensee shall not include any amounts related to the provision of a mobile production van as an external costs, as defined and used in the FCC regulations, in any subscriber rate filing, nor as capital or other costs in a cost of service rate filing, nor shall such costs be separately itemized, added on to maximum permitted rates or otherwise incorporated into charges to Subscribers. All parties, including Town Departments and the Acton-Boxborough Regional Schools shall obtain the approval of the Issuing Authority or its designee prior to obtaining use of the van.

f. The Licensee shall provide the Issuing Authority with an annual inventory of the studio equipment within thirty (30) days of the anniversary of the effective date of this Renewal License.

Section 6.5 PEG ACCESS CHANNELS

a. The Licensee shall provide a minimum of three (3) full video downstream channels for PEG access use in addition to any statutorily required Leased Access Channels. There shall be: (i) a Public Access channel; (ii) an Educational Access Channel; and (iii) a Government (or a Second

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Educational Access channel if so determined by the Issuing Authority). The designated Access Channels shall be used exclusively for the PEG channels and programming and shall not be used for any other purpose without the written authorization of the Issuing Authority, except that said PEG channels may also be used for Community Programming, but only for such Community Programming as provided for in Section 6.7 of this Renewal License. Any channel offering programming not originating from Acton shall be in addition to the PEG channels required herein, and is not a requirement of this Renewal License. It shall be the Licensee's sole responsibility to ensure that said PEG Access/Community Programming is properly processed from: -- (i) any location with I-Net capability, and (ii) up to four (4) other locations within the Town, designated by the Issuing Authority or its designee at any time over the term of the Renewal License, for which the Licensee shall install I-Net lines/drops from the I-Net fiber truck to a location designated by the Issuing Authority or its designee (these lines/drops shall be installed by the Licensee, at its cost, within a reasonable time of written notice from the Issuing Authority or its designee, but no later than ninety (90) days after the receipt of such written notice, and shall be in addition to the responsibilities of the Licensee referenced in Section 3.2 of this Renewal License) -- to the headend and switched to the appropriate Downstream Channel, in an efficient and timely manner. The Licensee shall not charge the Town for such processing and switching responsibility. The Licensee shall provide and maintain, repair and replace all necessary processing and switching equipment in connection with the foregoing, including fixed modulators/processors as needed for each channel at the Town Hall, the Studio and Auditorium located at the Acton-Boxborough Regional High School, an elementary school designated by the Acton Public Schools and at the Acton Public Library, and three (3) portable modulators (one each for the Town, the Acton-Boxborough Regional Schools and the Acton Public Schools).

b. At any time after the Licensee is providing one hundred and fifty (150) channels of programming on the Cable System, the Issuing Authority may initiate a process to determine the need for and merits of a fourth PEG Access Channel. Said process shall include a survey of subscriber interests in programming options which shall be conducted with input from the Licensee and at the Licensee's expense. After the completion of said process and a full and fair review of the information obtained, including the survey, at a public hearing at which the Licensee may make a presentation on the issue, the Issuing Authority shall determine whether a fourth PEG channel shall be added. If the Issuing Authority determines that a fourth PEG Access Channel shall be added, the Licensee shall have three (3) months in which to add the Access Channel to the programming line-up.

c. The use of the PEG Access Channels shall be managed, operated and coordinated by the Licensee, except as provided in Section 6.6 below, in consultation with the Issuing Authority or its designee, subject to subparagraph (d) below. A copy of established rules, procedures and guidelines for the PEG Access Channels shall be maintained by the Licensee, with a copy provided to the Issuing Authority and the Cable Advisory Committee. There shall be no advertising on any PEG Access Channel, although acknowledgment shall be allowed if specifically authorized by the Issuing Authority and the respective School administration(s).

d. The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels and FCC Regulations, provided however, that the Licensee is not

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responsible for the technical quality of the actual programming produced by persons not employed by the Licensee.

e. All PEG Access Channels shall be placed on the lowest tier of service and shall be available to all Subscribers.

f. PEG access channels shall be placed in the basic tier. The Licensee shall not move or otherwise relocate the PEG Access Channel locations, once established, without advanced, written notice to the Issuing Authority and Subscribers. In the event of any change in PEG channel location, the Licensee shall also provide reasonable assistance, including financial and marketing assistance, to the Town and Schools to help in the transition to the new channel designation(s).

g. PEG Access channels shall not be scrambled or otherwise encoded, unless the decoding is provided free of charge to all Subscribers.

h. The Licensee shall enable the Town to place non-commercial messages on the PEG Access Channels through the use of a character generator of similar equipment which may be purchased by the Town with funds from the Access and Technology Fund. The Licensee shall assist in training Town officials and employees in the operation of the equipment and placement of messages on PEG Access Channels.

Section 6.6 TRANSFER OF CONTROL OF PEG ACCESS CHANNEL(S)

a. The Acton-Boxborough Regional Schools and the Acton Public Schools shall each, with the approval of the Issuing Authority, have the right to assume management of a PEG Access Channel, for educational access purposes, upon six (6) months written notice to the Licensee. The Licensee shall cooperate with and provide reasonable assistance to the school system(s) in this transition and shall provide reasonable technical assistance and support in the operation of said channel(s), however the funding requirements of Section 6.6(b) below shall not apply.

b. The Issuing Authority shall have the right to assume control, ownership, management and operation of PEG Access or require the Licensee transfer such control, ownership, management and/or operation to a designee(s) ("designee") of the Town, such as an Access Corporation, by providing the Licensee with twelve (12) months advance written notice at any time after the end of the second year of this Renewal License. The Licensee shall cooperate with and provide reasonable assistance to the Town and/or its designee, in this transition and shall provide reasonable technical assistance to the Town and/or its designee in its operation of said channel. In lieu of the Licensee directly expending funds for the operation of the studio as provided in Section 6.3 above, including the provision of the PEG Staff Person and a Production Technician, as referenced in Section 6.2(e) above, the Licensee shall provide the Issuing Authority and/or its designee with annual operating funds. The amount of the operating funds in the first year of operations shall be the greater of the following:

i. The actual studio operating expenses in the twelve (12) months prior to the date of written notification to the Licensee for transfer of PEG Access pursuant to this Section;

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ii. The actual studio operating expenses during the twelve (12) months subsequent to the date of written notification to the Licensee for transfer of PEG Access pursuant to this Section;
or

iii. The minimum dollar amount required pursuant to Section 6.3, above, to have been expended on the studio for the twelve months subsequent to the date of written notification to the Licensee for transfer of PEG Access pursuant to this Section. (i.e. Fifty Thousand Dollar (\$50,000) minimum as increased each year by five percent (5%) in accordance with Section 6.3, above.

The actual studio expense for purposes of this Section shall include all operating costs and expenses incurred at, for or as a result of the Acton studio, regardless of where the services were or are provided or to whom, including, but not limited to costs and expenses for the following:

i. The PEG Access Director and the Production Technician, including, but not limited to all salary, overtime costs and benefits for such employees (the Licensee may make a reasonable aggregate calculation of benefits) ;

ii. payroll and social security taxes, and unemployment compensation contributions for the employees referenced in clause (i), above (the Licensee may make a reasonable aggregate calculation of such costs and payments);

iii. contract labor costs;

iv. cable related supplies, including, but not limited to computer and electronic supplies, and videotapes;

vi. telephone equipment and services;

vii. postage and delivery;

ix. dues and subscriptions; and

x. miscellaneous costs and expenses.

c. PEG Access payments shall be made quarterly in arrears by check made payable to the Issuing Authority on the following schedule or the closest business day thereto:

<u>Due Date</u>	<u>Quarter</u>
June 1	First Quarter (January 1 - March 31)
September 1	Second Quarter (April 1 - June 30)
December 1	Third Quarter (July 1 - September 30)
March 1	Fourth Quarter (October 1 - December 31)

d. After the completion of the transfer of PEG Access to the Town or its designee, the Licensee shall continue to have the following responsibilities:

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i. to maintain and repair, but not replace, any and all PEG equipment provided to the Town or its designee, pursuant to Section 6.4(e) of this Renewal License, for a period of three (3) years, and

ii. to continue for a period of three (3) years to provide training classes, in coordination with the Town or its designee, as required pursuant to Section 6.2(e)(iv) and (v), above, throughout the remainder of the term of the Renewal License. The number of training classes per year need not exceed six (6) sets for each of the two categories of classes set out in Section 6.2(e)(iv) and (v), above.

e. The Licensee shall not include any amount related to these cash payments in Section 6.6(c) or responsibilities in Section 6.6(d) as external costs, as defined and used in the FCC regulations, in any future subscriber rate filing, nor as operating costs in a cost of service rate filing, nor shall such operating costs be separately itemized, added on to maximum permitted rates, or otherwise incorporated into charges to Subscribers.

f. At the time that the Issuing Authority and/or its designee begins to manage PEG Access, title to all equipment in or serving the Acton studio, except for specific equipment, if any, not accepted by the Issuing Authority or its designee, shall vest with the Issuing Authority and/or its designee. The Licensee shall provide the Issuing Authority and/or its designee with a complete inventory of such equipment. For purposes of this Renewal License, such equipment shall be deemed to have a total value of One Dollar (\$1.00). The Licensee shall not include any amounts related to this transfer as external costs, as defined and used in the FCC regulations, in any Subscriber rate filing, nor as capital or other costs in a cost of service rate filing, nor shall such costs be separately itemized, added on to maximum permitted rates or otherwise incorporated into charges to Subscribers.

g. Any outstanding PEG Access Equipment requirements pursuant to Section 6.4(c)(2), above, shall be paid in funds, not equipment, to the Issuing Authority or its designee, at the time prescribed in said Section 6.4.

Section 6.7 COMMUNITY PROGRAMMING

a. The Licensee hereby voluntarily commits to cablecast live, unless otherwise requested by the Issuing Authority or the subject governmental body being cablecast, the below listed events of interest to Acton Subscribers (hereinafter also referred to as "events" or singularly as an "event"). All cameras shall be staffed by the Licensee unless otherwise provided herein or agreed to by the Issuing Authority, its designee or the subject government body being cablecast. If the Licensee is unable in a particular instance to have the Access Coordinator or other trained and qualified employee of the Licensee cablecast one of the below listed events, the Licensee may provide a trained and qualified volunteer to cablecast said event. If the Licensee is unable to provide an employee or a volunteer, as referenced above, to cablecast the event, and is aware of such inability at the time, it shall notify the Issuing Authority or its designee of such inability at least seventy-two (72) hours prior to the event, and shall continue to communicate with the Issuing Authority or its designee regarding any changes in the particular situation or alternate personnel or volunteers that may become available. If the Licensee in a particular circumstance becomes aware of its inability

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to so live cablecast an event within said seventy-two (72) hour period, it shall nevertheless make its best effort to have the event cablecast live. Notwithstanding the above processes, the Issuing Authority recognizes that despite the best efforts of the Licensee, there may be some events which are not cablecast because of particular circumstances.

- i. All meetings of the Board of Selectmen;
 - ii. All town meetings;
 - iii. All Acton and Acton Boxborough School Committee meetings;
 - iv. Significant public, town government and school events, including:
 - Acton-Boxborough Regional High School graduation
 - Other significant public, town government and school events within the Town. Both parties shall work cooperatively to make determinations in good faith regarding the significance of particular events, recognizing the significance of public, town government and school events to the Subscribers;
 - v. Bulletin Boards, which shall be the responsibility of the Licensee with the cooperation of both the Town and school administrations. The Town and/or school administrations shall have the right to maintain the respective bulletin board(s) serving their needs if they choose to do so. In such event, the Licensee shall provide the managerial and technical support required for such operation.
- b. The Licensee shall also cablecast PEG programming produced by PEG Access volunteers or pursuant to Section 6.2(e)(iii), above.
- c. The Licensee is encouraged to cablecast live, or taped if a meeting cannot be cablecast live for scheduling reasons, significant events which are produced in, by, or for or to be shown on Boxborough Public, Educational and Governmental Access Channels, which are of interest to Acton Subscribers
- d. Nothing herein shall require the Licensee to cablecast obscene programming or programming whose content is otherwise in violation of applicable federal or state law.
- e. In the event the Issuing Authority grants other non-exclusive licenses during the term of this License, the Licensee agrees to develop and implement a written operating procedure, by which, subject to approval by the Issuing Authority, government meetings, which are cablecast pursuant to Section 6.7(a) above, receive live coverage and are cablecast over the cable system(s) without duplication of personnel and equipment present at the meetings, and that the live meetings are carried on the respective cable systems through an interconnection. The cost of an interconnection shall be borne by the additional license(s).

Section 6.8 LOCAL ORIGINATION PROGRAMMING

There is no requirement in this Renewal License for the provision by the Licensee of local origination program, apart from that provided for in Section 6.2(e)(iii) and Section 6.7 (Community Programming), above. Any other local origination programming provided by the Licensee shall be provided as a result of the Licensee's own business decision.

Section 6.9 ACCESS AND TECHNOLOGY FUND

a. The Licensee shall provide the Town with a grant for PEG access and technology, including, but not limited to I-NET related facilities and equipment, cable system end-user equipment, and PEG Access within thirty (30) days after the Effective Date of this Renewal License and on each anniversary date thereafter during the term of this Renewal License in the following amounts: Year One of the Renewal License - 3% of Gross Annual Revenues or Seventy-Five Thousand Dollars (\$75,000), whichever is greater. Year Two of the Renewal License - 3% of Gross Annual Revenues or Seventy-Eight Thousand Seven Hundred Fifty Dollars (\$78,750), whichever is greater. Years Three through Ten of the Renewal License - 3% of its Gross Annual Revenues. The Gross Revenue amounts shall be calculated, as defined in this Renewal License, based on the twelve (12) month period ending the prior June 30th.

b. The Licensee may request in writing a report of the expenditures from the Fund from the Issuing Authority within thirty (30) days of the close of the Town's fiscal year, and the Issuing Authority will provide a report within sixty (60) days of receiving the request.

c. The Issuing Authority shall be responsible for all decisions as to how funds from the Access and Technology Fund shall be allocated.

d. Any equipment purchased by the Town with funds from the Access and Technology Fund shall be owned, maintained and replaced by the Town or its designee.

e. In the event that applicable federal and state law or regulation allow the Licensee to incorporate any cost of the service to public buildings in its subscriber rates, the Licensee may only do so to the extent allowed under said laws and regulations, including, but not limited to, compliance with 47 CFR 76.922. If requested to do so by the Issuing Authority, the Licensee shall provide a detailed written explanation of any such costs, in sufficient detail to enable the Issuing Authority to understand the costs and how they have been allocated, passed-through, line-itemed or otherwise incorporated in charges to Subscribers. Unless agreed to otherwise, the Licensing Authority shall provide said written explanation of costs to the Issuing Authority, in writing, within fourteen (14) days of a written request to do so by the Issuing Authority.

ARTICLE 7 LICENSE FEES

Section 7.1 LICENSE FEE ENTITLEMENT

a. Subject to applicable law, the Licensee shall, on or before March 15 of each year, submit a license fee to the Issuing Authority as provided in Section 9 of Chapter 166A of the Massachusetts General Laws. The number of Subscribers, for purposes of this section, shall be calculated on the last day of each calendar year.

b. The Licensee shall not be liable for an annual financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall not, as provided in Section 622(g)(2) of the Cable Act (47 U.S.C. 542 (g)(2) include: [i] "capital costs which are required by the franchise to be incurred by the cable operator for public, educational or government access facilities" (Sec. 622(g)(2)(C)); [ii] "any tax, fee, or assessment of general applicability (including any such tax fee, or assessment imposed on both utility and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable subscribers)" (Sec. 622(g)(2)(A)); [iii] "requirements or charges, incidental to the awarding or enforcement of the franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages." (Sec. 622(g)(2)(D)); or "any fee imposed under title 17, United States Code." (Sec. 622(g)(2)(E)).

c. For purposes of Section 7.1(b), above, payments and other consideration by the Licensee made during the first three (3) years of this Renewal License shall be averaged over said three (3) year period. In addition, if an annual financial commitment pursuant to this Renewal License (including as averaged over the first three years of this Renewal License in accordance with this subparagraph (c)), exceeds said five percent (5%) as defined and provided for in Section 7.1(b) above, any amount in excess of said five percent (5%) shall still be paid and/or provided to the Town or its designee as provided for in this Renewal License and shall be deemed to be a prepayment of a license or franchise fee in accordance with Section 622(b) of the Cable Act (47 U.S.C. 542 (b)), except that in accordance with the provisions of said Section 622(b), "the sum of the fees paid during the term of the franchise may not exceed the amount, including the time value of money, which would have lawfully been collected if such fees had been paid per annum."

d. The term "license fee" and/or "franchise fee" shall have the specific meaning of "franchise fee" as defined in Sections 622(g)(1) & (2)(A-E) of the Cable Act (47 U.S.C. 542(g)(1) and (g)(2)(A-E)).

Section 7.2 OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

a. The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law. The payment of said taxes, fees or charges of general applicability shall not constitute a credit or offset against the License Fee payments all of which shall

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be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments.

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

c. The term "license fee" shall have the specific meaning defined in Sections 622(g)(1) & (2)(A-E) of the Cable Act.

**ARTICLE 8
PAYMENTS, INTEREST, AUDIT**

Section 8.1 LATE PAYMENT

In the event that any payment required of the Licensee pursuant to this Renewal License or applicable law, including, but not limited to payment of the License Fee or an Access and Technology Fund payment are not tendered on or before the date fixed in this Renewal License or applicable law, interest due on such fee shall accrue twenty (20) days from the date due at the rate of two percent (2%) above the Prime Rate on an annual basis, compounded monthly. Any payments to the Town pursuant to this Section 8.1 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

Section 8.2 RECOMPUTATION

Tender or acceptance of any payment by or on behalf of the Licensee, including, but not limited to, payments pursuant to Sections of Articles 6, 7 and 8, shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment, including but not limited to payment of interest pursuant to Section 8.1, be construed as a release of any claim that the Town may have for additional sums. All amounts paid shall be subject to audit and recomputation by the Town. If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days after a request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Town, such fee (with interest thereon for up to

the prior three (3) years) shall be paid within thirty (30) days after such audit and recomputation. If the discrepancy is more than five (5%) or Five Thousand Dollars (\$5,000), whichever is greater, the Licensee shall pay the entire cost of the audit.

Section 8.3 AFFILIATES' USE OF SYSTEM

The Licensee shall not permit the use or operation of the Cable System by Affiliates on terms which result in a diversion of revenues from operation of the Cable System to the detriment of the Town under this Renewal License. Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract in any way from Services provided to the Town.

Section 8.4 METHOD OF PAYMENT

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

ARTICLE 9 RATES, CHARGES AND REGULATION

Section 9.1 INITIAL RATES

The initial rates for all programming, installation and equipment which are in effect on the effective date of the License are listed in Schedule 9.1 of this License. These rates are provided for informational purposes only and are subject to change pursuant to applicable law.

Section 9.2 NOTIFICATION OF RATES AND CHARGES

a. The Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall file with the Issuing Authority all substantial changes in Services, all rates and charges of any kind, and all terms and conditions relating thereto thirty (30) days prior to all such changes. The Licensee shall notify all Subscribers of any impending rate increases no later than thirty (30) days prior to such increase. Upon request, the Licensee shall provide Subscribers with a schedule describing existing and proposed rates for each Service offered.

b. At the time of initial solicitation or installation of cable service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate Service altogether without any charge. Change of Service policies shall be in compliance with applicable law and regulations, including, but not limited to 207 CMR 10.00 et seq., as it may be amended from time to time.

Section 9.3 PUBLICATION AND NON-DISCRIMINATION

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

Section 9.4 CREDIT FOR SERVICE INTERRUPTION

Pursuant to the requirements of M.G.L. c. 166A, § 5(l) in the event service is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such subscriber a pro rata credit or rebate.

Section 9.5 RESERVATION OF RATE REGULATION RIGHT

a. The Issuing Authority reserves the right to regulate rates for Cable Service to the extent such regulation is allowed at this time, or hereafter, under the applicable federal and state law except that the Issuing Authority shall not automatically have such rate regulation rights in the event such rights are to be determined by agreement or negotiation with the Licensee.

b. In federal or state proceedings, if any, on the regulation of rates in the Acton Cable Television System, the Licensee shall copy the Issuing Authority and the Cable Advisory Committee on filings in such rate regulation proceedings and shall, upon request of the Issuing Authority, provide the Issuing Authority with such supplemental information as is customarily provided to franchising authorities participating in rate regulation proceedings, subject to exemptions provided under law for confidential information.

Section 9.6 LOCAL FRANCHISE REQUIREMENT COSTS

In the event that applicable federal and state law, regulation or rules allow the Licensee to incorporate any local franchise requirement costs in its subscriber rates, the Licensee may only do so if in conformance with the provisions of this Renewal License and as further allowed under said laws and regulations, including, but not limited to, compliance with 47 CFR 76.922. If requested to do so by the Issuing Authority, the Licensee shall provide a detailed written explanation of any such costs, in sufficient detail to enable the Issuing Authority to understand the costs and how they have been allocated, passed-through, line-itemed or otherwise incorporated in charges to Subscribers. Unless agreed to otherwise, the Licensing Authority shall provide said written explanation of costs to the Issuing Authority, in writing, within fourteen (14) days of a written request to do so by the Issuing Authority.

ARTICLE 10 INSURANCE, BONDS AND INDEMNIFICATION

Section 10.1 INSURANCE

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

a. Comprehensive general liability policy, written on an "occurrence basis", with minimum limits of Three Million Dollars (\$3,000,000) combined single limit for each occurrence of bodily injury, personal injury and/or property damage arising from the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

b. Automobile liability insurance for owned, non-owned, hired and/or rented motor vehicles of any kind used by the Licensee, its employees or agents with minimum limits of Two Million (\$2,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

c. Excess or umbrella coverage following form over the Comprehensive General Liability Insurance and Automobile Insurance, required above, in the minimum amount of Five Million Dollars (\$5,000,000).

d. Worker's Compensation in the minimum amount of the statutory limit.

e. The following conditions shall apply to the insurance policies required herein:

- i. Such insurance shall commence no later than the Effective Date of this License;
- ii. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated;
- iii. All policies, except for the worker's compensation policy shall name the Town of Acton and its respective officials, officers, employees, representatives and agents as additional insureds;
- iv. Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions;

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- v. Such insurance shall be obtained from insurers authorized to provide said insurance in the Commonwealth of Massachusetts;
- vi. Certificates of Insurance shall have a minimum written notice of cancellation, amendment and non-renewal period of thirty (30) days; and
- vi. Certificates of Insurance shall be submitted to the Issuing Authority prior to the Effective Date and thereafter so as to evidence the insurance coverage required by this Section 10.1.

f. Neither the requirements for insurance contained in this Section 10.1, nor the payment of any insurance proceeds for said insurance policy shall limit or be construed to limit the liability of the Licensee pursuant to this Renewal License, including, but not limited to the indemnification requirements contained in Section 10.6.

g. The Licensee's failure to obtain, procure or maintain the required insurance shall constitute a material breach of this License under which the Town may immediately require the Licensee to suspend operations under this License or shall have the option to obtain said policies and require the cost thereof to be paid for from the performance bond, letter of credit or both. After suspension of the License for this reason, if all the insurance required in this Article is not in place, with certificates of service evidencing such, within fourteen (14) days of receipt of the notice of suspension, the Issuing Authority may immediately terminate this License, without recourse to the procedures established in Article 12.2, below.

Section 10.2 PERFORMANCE BOND

a. The Licensee shall maintain at no cost and expense to the Town throughout the term of the License, a faithful Performance Bond running to the Town, with good and sufficient surety licensed to do business in the Commonwealth and reasonably approved by the Town, in the sum of One Hundred Thousand Dollars (\$100,000) for the first five (5) years of this Renewal License, and in the sum of One Hundred Fifty Thousand Dollars (\$150,000) for the last five (5) years of this Renewal License. Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License, including, without limitation, satisfaction of the terms and conditions set forth in M.G.L. c. 166A, sec. 5(k).

b. The Performance Bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the maintenance, operation, and/or removal of the Cable Television System, the Town shall recover from the surety of such Bond all damages suffered by the Town as a result thereof, including, but not limited to any liquidated damages pursuant to Section 12.3 herein, within thirty (30) days of a written request thereof by the Town and pursuant to Section 12.2, below, except with respect to an emergency affecting public

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safety for which compliance with the provisions of Section 12.2 need not be met prior to recovery of said surety of such Bond, but which provisions shall be applied as soon as reasonably possible after said emergency.

c. Said Bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the Performance Bond to the appropriate amount required herein. Neither this Section, any Bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under this License.

Section 10.3 SECURITY FUND

a. In addition to the Performance Bond required in Section 10.2 above, the Licensee shall, not later than thirty (30) days after the effective date of this Renewal License, establish and maintain during the term of this Renewal License, at its sole cost and expense, a Security Fund in an escrow account for the Town of Acton. The Security Fund shall be funded initially in the amount of Five Thousand Dollars (\$5,000). The Security Fund shall be used to insure the faithful performance by the Licensee of all material provisions of this Renewal License. If the Licensee fails to comply with any of the provisions of this Renewal License, the Board of Selectmen may, in accordance with the provisions of Sections 12.2 (unless otherwise exempted from Section 12.2 by a specific provision of this Renewal License), after finding a default, make a demand upon the Security Fund upon the Licensee. The Town shall be paid within ten (10) business days of making the demand for payment from the Security Fund.

b. In the event the Town draws on the Security Fund and the initial Five Thousand Dollars (\$5,000) is depleted, the Licensee shall reinstate the fund once to its original amount of Five Thousand Dollars (\$5,000) for a total Security Fund cumulative amount of Ten Thousand Dollars (\$10,000). The Town may draw upon this additional Five Thousand Dollars (\$5,000) in accordance with this Section 10.3.

c. The rights reserved to the Issuing Authority with respect to the Security Fund are in addition to all other rights of the Issuing Authority, whether reserved by this Renewal License or authorized by law. No action, proceeding or exercise of a right with respect to such Security Fund shall limit the liability of the Licensee under this Renewal License or affect any other right the Issuing Authority may have.

Section 10.4 REPORTING

On an annual basis, the Licensee shall submit to the Issuing Authority, or its designee, originals of all current certificates regarding all insurance policies and the Performance Bond, and evidence of the Security Fund, as required by this Renewal License.

Section 10.5 NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and Performance Bond shall each contain a thirty (30) day notice of cancellation, modification, material change and impairment.

Section 10.6 INDEMNIFICATION

The Licensee shall, without cost or expense to the Town, indemnify, defend and hold harmless the Town, its officials, boards, commissions, employees, agents and/or representatives against all claims, causes of action, liability, damages or expenses, including without limitation damages to persons or property (real or personal), arising out of or due to the acts or omissions of the Licensee, its officers, employees, contractors, subcontractors and/or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System or the provision of Cable Services, whether or not the act or omission complained of is authorized, allowed or prohibited by this Renewal License. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees. Upon receipt of notice in writing from the Issuing Authority or its designee, the Licensee shall at its own expense defend any action or proceeding against the Town for any claim arising out from or related to the activities of the Licensee, its employees and/or agents, in the construction, installation, maintenance, operation, and/or removal of the Cable Television System or the provision of Cable Services under this Renewal License. The Town shall give the Licensee written notice, within a reasonable period of time, of any claim(s) for which indemnification is sought.

ARTICLE 11 ADMINISTRATION AND REGULATION

Section 11.1 REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the regulation of this Renewal License. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance and may direct that such noncompliance be corrected within thirty (30) days to the reasonable satisfaction of the Issuing Authority, pursuant to Section 12.2 below with respect to a default in the performance of any or severel provions of this Renewal License.

Section 11.2 REQUEST FOR GENERAL INFORMATION OR REPORTS

Upon the request of the Issuing Authority, the Licensee shall promptly submit to the Town any information and/or documentation regarding the Licensee, its business operations with respect to the Cable System and/or any Affiliated Person(s), in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License or applicable law, and regulations or orders of a governmental entity having jurisdiction over the particular matter, unless the Town is prohibited by applicable federal or state law or regulations or applicable case law from obtaining such information or documentation. Any information marked confidential by the Licensee shall be accorded proprietary treatment by the Issuing Authority, unless otherwise provided by applicable law.

Section 11.3 PERFORMANCE EVALUATION HEARINGS

The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing held by the Issuing Authority or its designee once per year. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of this License; (ii) review current technological developments in cable services; and (iii) hear comments, suggestions and/or complaints from the public. The Issuing Authority shall provide the Licensee with thirty (30) days written notice of such performance evaluation hearing.

a. The Issuing Authority shall have the right to question the Licensee on any aspect of this License including, but not limited to, the construction, maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town, unless the Town is prohibited by applicable federal or state law or regulation or applicable case law from obtaining such information or documentation. Any information marked confidential by the Licensee shall be accorded proprietary treatment by the Issuing Authority, unless otherwise provided by applicable law.

b. The Licensee shall notify its Subscribers of all performance evaluation hearings by announcements on the Public Access channel(s) in the evening hours for at least five (5) consecutive days preceding each such hearing, if such channel time is/are available.

c. Nothing in this Section shall prohibit the Issuing Authority from requesting that the Licensee attend other meetings or hearings held by the Issuing Authority or its designee or compelling attendance by the Licensee through any lawful means.

Section 11.4 FINANCIAL REPORTS

a. No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority on appropriate forms (provided by the Division if so required by applicable law or regulation or by the Division) showing a balance sheet sworn to by the Licensee's Chief Financial Officer. Said forms shall contain such financial information specific or related to the Acton Cable System.

b. The Licensee shall provide a separate report, including the following:
proprietary

i. All Subscriber and all other revenues of any kind, including, but not limited to, regular Basic Service charges, pay programming charges, pay-per-view revenues, installation revenues (including reconnection, second set, etc.), advertising revenues, leased access revenues, home shopping services revenues and any other special service revenues. Said information shall be considered proprietary to the Licensee; and shall be accorded proprietary treatment by the Issuing Authority, unless otherwise provided by applicable law.

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

Section 11.5 CABLE SYSTEM INFORMATION

Upon written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Subscribers; (ii) the number of dwelling units passed; and (iii) the number of plant miles completed. This information shall be treated as proprietary by the Issuing Authority, unless otherwise provided by applicable law.

Section 11.6 IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of this Renewal License, the Licensee shall provide the Issuing Authority, on a quarterly basis, with a report of Acton Subscriber telephone traffic, maintained on a regional basis. Said report shall be provided regardless of whether or not Licensee installs an in-house automated call accounting or call tracking system.

Section 11.7 SUBSCRIBER COMPLAINT REPORTS

The Licensee shall comply with all applicable law and regulations regarding subscriber complaint reports and submit copies of any report(s) sent to any federal or state agency, division or commission no later than fourteen (14) days after submission to any such agency, division or commission.

Section 11.8 SERVICE INTERRUPTION REPORTS

The Licensee shall comply with all applicable law and regulations regarding service interruption reports and submit copies of any reports sent to any federal or state agency, division or commission no later than fourteen (14) days after submission to any such agency, division or commission.

Section 11.9 INDIVIDUAL COMPLAINT REPORTS

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

Section 11.10 LINE-EXTENSION REPORTS

The Licensee shall, if requested by the Issuing Authority, submit a Line-Extension Report to the Issuing Authority, or its designee, on no greater than an annual basis, said Report containing the following information:

a. Description of all trunk and feeder line-extensions to the Subscriber Network performed in the prior calendar year as a result of construction of new subdivisions and/or accommodation of requests for Cable Service requiring such extensions; and

b. Documentation of all estimates provided to Subscribers for line-extension and Drop costs related to installation of Cable Service, subject to applicable privacy provisions.

Section 11.11 INITIAL PERFORMANCE TESTS

Initial proof of performance testing shall occur within sixty (60) days after the completion of any system upgrade/rebuild during the term of this Renewal License. Upon any relocation of the PEG studio, Licensee shall also perform a proof of performance test with respect to signal quality of transmissions from said studio, once such relocation has been completed. Should performance in either case prove defective, the defect shall be appropriately corrected and another proof of performance test shall be scheduled in a timely period. The costs of such tests shall be borne solely by the Licensee.

Section 11.12 SEMI-ANNUAL PERFORMANCE TESTS

a. Unless otherwise required by federal or state federal law or regulation, the Licensee shall, at no cost or expense to the Town, conduct on a semi-annual basis (i.e., twice a year), performance tests to ensure compliance with the technical specifications required by this Renewal License and applicable law and regulations, including, without limitation:

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

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

c. All tests herein shall be performed at the Cable System Headend and at five (5) locations in the Town farthest from the Headend, two (2) of which locations shall be on the I-Net, and the three (3) other locations on the Subscriber Network.

Section 11.13 QUALITY OF SERVICE

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

- i. the nature of the complaint or problem which precipitated the special tests;
- ii. the system component tested;

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- iii. the equipment used and procedures employed in testing;
- iv. the method, if any, in which such complaint/problem was resolved; and
- v. any other information pertinent to said tests and analysis as required.

b. The Issuing Authority may require said inspections and/or tests be supervised by a mutually agreed upon professional cable engineer, at terms reasonably satisfactory to both the Town and the Licensee, who is not an employee or agent of the Licensee or the Town. The Licensee and the Issuing Authority shall each pay one-half (1/2) of the costs for said engineer.

Section 11.14 DUAL FILINGS

If requested, the Licensee shall, unless contrary to federal or state law or regulations, make available to the Town, at the Licensee's expense, copies of any petitions, written communications, rate forms or filings, schedules, worksheets and ancillary documents submitted by the Licensee to a federal or state agency, commission or division, pertaining to any material aspect of the Cable System operation hereunder, except that the Licensee is not required to provide requests for opinions to, or opinions from, to a federal or state agency, commission or division.

Section 11.15 INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a governmental agency, including, but not limited to a Town agency.

Section 11.16 NOTICE OF PUBLIC HEARING OR MEETING

Whenever notice of a public hearing or meeting relating to the Cable System is required by law or regulation, the Licensee shall publish notice of the same, sufficient to identify its time, place and purpose in a local newspaper of general distribution in the Town once in each two(s) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing, unless otherwise required by applicable law. The Licensee shall identify all public hearings relating to the Cable System by periodic announcement on the Public Access Channel between the hours of 7:00 PM and 9:00 PM for five (5) consecutive days during each such week. Notice shall state, if applicable, that applications, reports and/or statements filed or prepared for such hearing or notice are available for public inspection during the Licensee's regular business hours and for reproduction at a reasonable fee.

Section 11.17 JURISDICTION

With respect to a legal action brought arising from this Renewal License, the venue shall be in the Commonwealth of Massachusetts, and more specifically as follows: (i) with respect to a legal action brought in the District Court of Massachusetts, the venue shall be the Concord District Court; (ii) with respect to an action brought in the Superior Court of Massachusetts, the venue shall be in accordance with applicable law; and (iii) with respect to an action brought in the Federal District Court, the venue shall be the Federal District Court for the Eastern District of Massachusetts, located in Boston, Massachusetts. The parties by this instrument subject themselves to the personal

jurisdiction of said courts for the entry of any such judgment and for the resolution of any dispute, action, or suit.

Section 11.18 TOWN'S RIGHT TO INTERVENTION

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

ARTICLE 12 COMPLIANCE WITH AGREEMENT, DETERMINATION OF BREACH, LIQUIDATED DAMAGES AND LICENSE REVOCATION

Section 12.1 DETERMINATION OF BREACH

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

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

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

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

i. assess and collect liquidated damages in accordance with the schedule set forth in Section 12.2, below;

- ii. seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- iii. commence an action at law for monetary damages;
- iv. foreclose on all or any appropriate part of the Security Fund provided pursuant to Section 10.3 supra;
- v. declare the Renewal License to be revoked subject to Section 12.3, below and applicable law; and
- vi. invoke any other lawful remedy available to the Town.

Section 12.2 LIQUIDATED DAMAGES AND REMEDIES

a. For failure to comply with any of the following provisions of this Renewal License, the following liquidated damages or remedies shall be provided by the Licensee to the Issuing Authority, within thirty (30) days of a finding of such non-compliance pursuant to Section 12.1 above.

i. For failure to maintain and/or operate the Institutional Network, in accordance with Section 3.2, the Licensee shall remedy any such non-compliance by adding reasonable personnel, equipment/materials, and/or services in order to comply with said Section 3.2 and to remedy any such failure to comply or the results thereof.

ii. For failure to comply with the public, educational and governmental access provisions in accordance with Section 6.1 through Section 6.7 herein, the Licensee shall remedy any such non-compliance by adding reasonable personnel, equipment/materials, and/or services in order to comply with the respective Section(s) and to remedy any such failure to comply or the results thereof.

iii. For failure to comply with the FCC's Customer Service Obligations in accordance with Section 13.6, the Licensee shall remedy any such non-compliance by adding reasonable personnel, equipment/materials, and/or services in order to comply with said Section 13.7 and to remedy any such failure to comply or the results thereof.

iv. For failure to submit a report, pursuant to Article 12 herein, fifty dollars (\$50) per day for each day that any such noncompliance continues.

v. For failure to test, analyze and report on the performance of the System in accordance with Sections 14.9 and 14.10, one hundred dollars (\$100) for each day that any such noncompliance continues.

b. The parties agree as follows with respect to the liquidated damages/remedies pursuant to clauses (iii) (FCC Customer Service Obligations), (iv) (reports) and (v) (failure to test, analyze and report) of Section 12.2(a) above:

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- (i) said liquidated damages and damage remedy(s) shall be deemed to be within the exclusion from the term "franchise fee" provided by Section 622(g)(2)(D) of the Cable Act (47 U.S.C. 542 (g)(2)(A)-(D)); and
- (ii) that with respect to the remedy(s) provided pursuant to clause (iii) of Section 12.2(a) above, in no case shall the cost(s) of such additional personnel, equipment/materials, and/or services personnel be counted toward a requirement of the Licensee pursuant to this Renewal License. Nor shall the cost(s) of such additional personnel, equipment/materials, and/or services be externalized, line-itemed or in any way otherwise passed-through to Subscribers.

c. The parties agree as follows with respect to the liquidated damage remedy provisions pursuant to clauses (i) and (ii) of Section 12.2(a) above: To the extent that any additional personnel, equipment/materials, and/or services would not otherwise have been required in order to meet the Licensee's obligations under this Renewal License:

(i) said liquidated damage remedies shall be deemed to be within the exclusion from the term "franchise fee" provided by Section 622(g)(2)(D) of the Cable Act (47 U.S.C. 542 (g)(2)(A)-(D));

(ii) the cost(s) of such remedies (i.e. additional personnel, equipment/materials, and/or services) shall not be counted toward a requirement of the Licensee pursuant to this Renewal License; and

(iii) the cost(s) of such shall not be externalized, line-itemed or in any way otherwise passed-through to Subscribers.

d. The liquidated damages and remedies provided for in this Section 12.2 shall be in addition to, and not a limitation upon, any other provisions of this Renewal License and applicable law, including, revocation, or any other statutory or judicially imposed penalties or remedies.

Section 12.3 REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law, in the event that the Licensee fails to comply with any material provision of this License, the Issuing Authority may revoke the Renewal License granted herein, subject to the procedures in Section 12.1 above.

Section 12.4 TERMINATION

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 12.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License. In the event of any termination, the Town shall have all of the rights provided in this Renewal License.

Section 12.5 NON-EXCLUSIVITY OF REMEDY

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

Section 12.6 NO WAIVER-CUMULATIVE REMEDIES

a. Subject to Section 626(d) of the Cable Act, no failure or delay on the part of the Town to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

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

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

d. The payment of damages by the Licensee for violations under this License shall not be deemed to excuse the violation.

**ARTICLE 13
CUSTOMER SERVICE, SUBSCRIBER RIGHTS AND
CONSUMER PROTECTION**

Section 13.1 CUSTOMER SERVICE OFFICE

a. During the term of this Renewal License, the Licensee shall maintain, operate and staff a full-time Customer Service office within the Town of Acton or in any of the following Towns: Hudson, Boxborough, Carlisle, Littleton, Maynard or Stow for the purpose of receiving customer inquiries and complaints, made in person, including without limitation, those regarding billing, service, installation, equipment malfunctions and answering general inquiries. Said customer service office shall be open for walk-in business during normal business hours, not less than forty (40) hours per week.

b. The Licensee shall also use its best efforts to contract with a business located in the Town for the acceptance of payment by Subscribers of the Licensee's cable bills, so long as demonstrated

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subscriber demand and use is economically and administratively reasonable for the operation of such. Both parties recognize that in order for the Licensee to enter into such an arrangement, a business located in Town must be available and willing to enter into such contract and provide such service.

c. The Licensee shall not include any amounts related to this Section 13.1 of the Renewal License as external costs, as defined and used in the FCC regulations, in any future subscriber rate filing, nor as operating costs in a cost of service rate filing, nor shall such operating costs be separately itemized, added on to maximum permitted rates, or otherwise incorporated into charges to Subscribers.

Section 13.2 TELEPHONE ACCESS

a. The Licensee shall maintain sufficient Customer Service representatives in order to answer all Subscriber calls, in compliance with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, as may be amended from time to time, during normal business hours. The Issuing Authority shall have full authority permitted by law to enforce compliance with these obligations.

b. The Licensee's main Customer Service office(s) shall have a publicly listed toll free telephone number for Acton Subscribers, which number shall appear in local telephone directories and on all bills, statements and other correspondence between the Licensee and Acton Subscribers.

c. Subscribers shall receive a busy signal less than three percent (3%) of the time on average, during the hours specified in subparagraph (a), measured on a quarterly basis, under normal operating conditions, and shall be connected to a customer service representative within thirty (30) seconds, an average of no less than ninety percent (90%) of its daily incoming calls to its customer service telephone lines, measured on an average over a quarterly period.

d. The Issuing Authority shall have the right to direct the Licensee to submit a "busy study" from the telephone company which provides service to the Licensee, if the subscriber complaint reports do not clearly document that the Licensee's telephone lines are accessible to Subscribers as required herein.

e. At all other times than those listed in subparagraph (a), above, the Licensee shall, at a minimum, maintain a telephone answer service for Subscribers, attended by live operators, to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The answering service personnel shall be informed how to respond to emergencies requiring standby technicians and shall be instructed to call upon the Licensee's standby personnel when it is evident that the complaints received are indicative of a problem effecting a particular service area or a large number of Subscribers. Said answering service shall forward all inquiries and/or complaints to the Licensee the next business day. All such after-hours calls shall be logged by or for the Licensee. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 13.3 INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

a. The Licensee shall provide Cable Service to Acton residents who request Service not requiring line-extension, within seven (7) days of said request or at such other times as is mutually agreed upon by the Licensee and the subscriber, weather permitting and subject to required approvals, if needed.

b. The appointment window alternatives for installations, service calls and other installation activities shall be either a specific time or, at a maximum, a four (4) hour time block during normal business hours. Failure of the Licensee through its own fault to install cable or make the service call as scheduled shall require the Licensee to offer automatically a priority cable installation or service call to the affected resident or Subscriber at a time mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless agreed to otherwise by said resident or Subscriber. The Licensee shall promptly notify residents and Subscribers in writing or by telephone of their right to a priority cable installation or service call in the event that the Licensee fails to make such scheduled call(s).

c. The Licensee shall make installation and service calls to its Subscribers from at least 9:00 AM to 7:00 PM, daylight permitting, Monday through Friday and from 9:00 AM to 1:00 PM on Saturday.

d. For all requests for service or repair that are received during normal business hours, the Licensee shall handle them on the same day, if possible, provided that said service complaint or request for service is received by 2:00 PM; provided, however, that in all instances, requests for service calls shall be responded to within forty-eight (48) hours of said original call. Verification of the problem and resolution shall occur as promptly as possible.

e. A Subscriber complaint or request for service received after regular business hours, as defined in Section 12.1 supra, shall be acted upon the next business morning. At that time, they are to be handled as prescribed in (d) supra for a request received at the start of business.

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

g. System outages shall be responded to promptly, twenty-four (24) hours per day, by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one area of the Town, concerning such an outage, or when the Licensee otherwise has reason to know of such an outage.

h. While the Licensee currently encourages Subscribers to pickup and change converters at a customer service office, it also provides the service of picking-up and changing converters at Subscriber's request at no additional charge, including where such converter change-out is as a result of the Licensee's expansion of channel capacity or technological or service improvements. The Licensee is encouraged to continue this service of picking-up and changing converters at Subscriber's request at no additional charge.

i. The Licensee shall employ sufficient service technicians to meet its obligations under this Renewal License.

Section 13.4 VOLUNTARY DISCONNECTION OF SERVICE AND REMOVAL OF DROP CABLES

a. Subscribers who request full disconnection of cable service shall not be responsible for further charges for such service upon actual termination of service or after seven (7) days notice to Licensee, whichever occurs first, unless said subscriber denies access to the subject premises within the seven (7) days. The Licensee shall make a good faith effort to disconnect service as soon as possible after requested to do so by a subscriber.

b. The Licensee shall remove all Subscriber Drop Cables, within twenty-one (21) days of receiving a request from a Subscriber to do so.

Section 13.5 BILLING DISPUTES

In the event of a bona fide billing dispute, the Licensee shall resolve each dispute within fifteen (15) working days of receiving written or recorded verbal notification from the subscriber. The subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall the Licensee disconnect or assess a late payment charge while this dispute is being evaluated to the subscriber for failure to pay bonafide disputed bills, or portions thereof, upon notice of said dispute.

Section 13.6 FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as Exhibit 13.6.

Section 13.7 NOTICE OF COMPLAINT PROCEDURE

The Licensee shall periodically, and at various times of the day, present its business office address and publicly listed telephone number by means of alphanumeric display on the Public Channel. Said notice shall inform Subscribers of the procedures required to request service or register a complaint.

Section 13.8 SUBSCRIBER COMPLAINTS

The Licensee shall keep all written and verbal complaints it receives on file and available in its local business office in accordance with applicable Division regulations. Should Division regulations for maintenance of complaint records be eliminated, then the Issuing Authority shall have the right to require the Licensee reasonably maintain records of written and verbal complaints which it receives subject to Section 631 of the Cable Act.

Section 13.9 BUSINESS PRACTICE INFORMATION

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information, in addition to any information required to be provided by applicable law or regulations:

- i. Notification of its Billing Practices, including billing dispute and termination practices;
- ii. Notification of Services, Rates and Charges, including late charges and charges for the downgrading or disconnecting service;
- iii. Equipment Notification;
- iv. Service Interruptions; and
- v. Privacy Policies.

Section 13.10 COMPLAINT RESOLUTION PROCEDURES

a. Consistent with applicable law, the Licensee shall establish a procedure for resolution of complaints by Subscribers. The Licensee shall notify, in writing, each new subscriber of the procedures for reporting and resolving complaints at the time of initial installation, and annually to all Subscribers.

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

- i. Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.
- ii. Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the complaint, the Subscriber shall meet jointly in Acton with the Issuing Authority or its designee and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and attempt to resolve such matter.

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

Section 13.11 EMPLOYEE IDENTIFICATION CARDS

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

Section 13.12 PROTECTION OF SUBSCRIBER PRIVACY

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

b. The Licensee shall comply with all privacy provisions contained in this Article 13 and all other applicable laws including, but not limited to, the provisions of Section 631 of the Cable Act.

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

d. The Licensee shall make its best efforts to notify all third parties who offer cable services in conjunction with Licensee or independently over the Cable System, of the subscriber privacy requirements contained in this Renewal License.

Section 13.13 PRIVACY WRITTEN NOTICE

Prior to the commencement of cable service to a new subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide a comprehensive and easily understandable written document explaining the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Section 13.14 MONITORING

a. Except as permitted by applicable federal and state law and regulation, or unless otherwise authorized by court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, signal, input device, or subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, connections or converters, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with said federal

Town of Acton Cable Television Renewal License Granted To Cablevision of Massachusetts, Inc.

or state law or regulation. The Licensee shall, if required by applicable law or regulation, report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

b. The Licensee shall not record or retain any information transmitted between Subscriber or User and any third party, except as required for lawful business purposes. The Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending lawful requests or orders for access to such information.

Section 13.15 DISTRIBUTION OF SUBSCRIBER INFORMATION

a. Except as permitted by Section 631 of the Cable Act (47 U.S.C. §551), the Licensee and its agents or employees shall not, without the prior written consent of the affected Subscriber, provide to any third party, including the Town, data identifying or designating any Subscriber either by name or address. Said authorization may be withdrawn at any time by the Subscriber by providing written or electronic notice to the Licensee. Licensee shall provide annual notice to each Subscriber who has given the aforesaid authorization of such Subscriber's right to withdraw said authorization. In no event shall such authorization be obtained as a condition of service or continuation thereof, except as necessary to adequately provide particular services.

b. The Licensee shall comply with applicable federal and state law and regulations regarding subscriber policy, including, but not limited to Section 631 of the Cable Act.

Section 13.16 POLLING BY CABLE

Except as permitted by Section 631 of the Cable Act, no poll or other upstream response of a subscriber shall be conducted or obtained unless the program of which the upstream response is a part of contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response or unless the program has an informational, educational function which is self evident. The Licensee or its agent shall release the results of the upstream response only in the aggregate and without individual references.

**Section 13.17 INFORMATION WITH RESPECT TO VIEWING HABITS
AND SUBSCRIPTION DECISIONS**

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court.

Section 13.18 SUBSCRIBERS' RIGHT TO INSPECT AND VERIFY INFORMATION

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

b. A Subscriber may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee's Director of Customer Service or an equivalent position of responsibility. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 13.19 PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall continually review this Article 13 to determine the extent to which it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

Section 13.20 SUBSCRIBER EDUCATION SEMINARS

The Licensee shall upon written request of the Issuing Authority, but not more than once a year, offer, within the Town of Acton, a subscriber education session on new equipment, technology and programming services on the cable system in Acton.

Section 13.21 SURVEY MATERIAL

In the event the Issuing Authority wishes to conduct its own cable services related survey of Subscribers, the Issuing Authority shall provide the Licensee with the information to be mailed. The Licensee shall implement the mailing at the Town's expense. The Issuing Authority may request this service no more than three (3) times during the term of this Renewal License, provided such request is in writing and allows the Licensee a reasonable period of time in which to accomplish it.

Section 13.22 NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, gender, sexual preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination throughout the term of the Renewal License. This Section 13.22 shall not affect the right of the Licensee to offer discounts.

ARTICLE 14 MISCELLANEOUS PROVISIONS

Section 14.1 ENTIRE AGREEMENT

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

Section 14.2 CAPTIONS

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

Section 14.3 SEVERABILITY AND PROCEDURE FOR SUBSEQUENT INVALIDITY

In the event that after the effective date of this Renewal License, a court of competent jurisdiction or a federal or state regulatory agency having jurisdiction thereof, determines any section, sentence, paragraph, term or provision of this Renewal License to be illegal, invalid or unconstitutional, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision thereof, all of which shall remain in full force and effect for the term of this Renewal License.

Section 14.4 ACTS OF OMISSION OR COMMISSION OF AFFILIATES

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

Section 14.5 RENEWAL LICENSE EXHIBITS

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

Section 14.6 WARRANTIES

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

- a. The Licensee is duly organized, validly existing and in good standing under the laws of the State;
- b. The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by

Town of Acton Cable Television Renewal License Granted To Cablevision of Massachusetts, Inc.

resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

- c. This Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable federal law and regulations;
- d. There is no action or proceedings pending or threatened against the Licensee which would interfere with its performance of this Renewal License;
- e. None of the officers, directors or managers of the Licensee have any relation or interest in any local broadcast station that would be in violation of Section 613 of the Cable Act; and
- f. Pursuant to Section 625(f) of the Cable Act, the performance of all terms and conditions in this Renewal License is commercially practicable.

All representations and warranties contained in this Renewal License shall survive the term of this Renewal License.

Section 14.7 FORCE MAJEURE

Notwithstanding any other provision of this Renewal License, the Licensee shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to: (i) strike, war or act of war (whether an actual declaration of war is made or not) insurrection, riot, or act of a public enemy; (ii) accident, fire, flood or other act of God; or (iii) other cause or event not within the control of the Licensee, provided the Licensee has exercised reasonable due care in the prevention thereof, to the extent that such cause(s) or event(s) are beyond the control of the Licensee and such cause(s) or event(s) are without fault or negligence of the Licensee. In the event that any such delay in performance or failure to perform affects only part of the Licensee's capacity to perform, the Licensee shall perform to the maximum extent it is able to do so in as expeditious a manner as possible. The Licensee shall notify the Issuing Authority in writing of the occurrence of an event covered by this Section 14.7 within five (5) business days of the date upon which the Licensee learns of its occurrence.

Section 14.8 CONTINUING APPLICABILITY OF RENEWAL LICENSE

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

Section 14.9 NOTICES

b. Every notice to be served upon the Issuing Authority by the Licensee or any agent thereof shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Acton, Acton Town Hall, 472 Main Street, Acton, Massachusetts, with one (1) copy each

Town of Acton Cable Television Renewal License Granted To Cablevision of Massachusetts, Inc.

to the Town Manager and the Cable Advisory Committee care of the same address, or such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

b. Every notice served upon the Licensee by the Issuing Authority, shall be delivered or sent by certified mail (postage prepaid) to the Regional vice President of Cablevision of Massachusetts, Inc., 28 Travis Street, Allston, Massachusetts 02134, with one (1) copy to the Legal Department, 1111 Stewart Avenue, Bethpage, Woodbury, New York 11797-2013, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

c. The Licensee shall identify all public hearings relating to the Cable System by periodic announcement on the public access channel during times likely to reach Subscribers for five (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

d. Subject to subsection (c) supra, all required notices to the Issuing Authority and the Licensee shall be in writing.

Section 14.10 NO RECOURSE AGAINST THE ISSUING AUTHORITY

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

Section 14.11 LICENSE AS CONTRACT UNDER SEAL

Upon its execution by the Issuing Authority and Licensee this License shall be deemed to constitute a contract under seal by and between the Town and the Licensee.

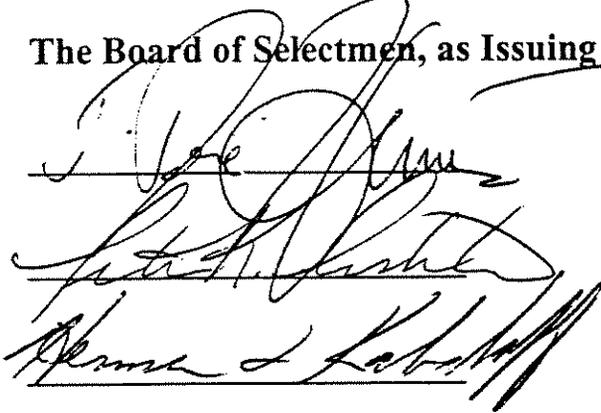
Section 14.12 TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the execution of this Renewal License and shall continue for the ten (10) year term of this Renewal License, specified in Section 2.2 supra, except as expressly provided for otherwise herein.

SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Acton, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Cablevision of Massachusetts, Inc., as Licensee.

BY: The Board of Selectmen, as Issuing Authority



DATED: June 29, 2000

Approved as to legal form*:


Special Cable Counsel

*Required

BY: CABLEVISION OF MASSACHUSETTS, INC.


Authorized Signature

BY: RVP

TITLE: _____

DATED: 6/30/00

EXHIBITS

- Exhibit 3.2A Municipal and School Buildings
- Exhibit 3.2B Municipal and School Buildings Existing I-Net Drops
- Exhibit 3.2C Municipal and School Buildings Proposed New I-Net Drops
- Exhibit 3.2D Action I-Loop Typical Topology
- Exhibit 3.2E EMARP
- Exhibit 4.10 Pedestal Housing
- Exhibit 5.2 Programming Categories
- Exhibit 5.6 VCR Options
- Exhibit 13.6 FCC Customer Service Standards

Municipal and School Buildings
Town of Acton

- Building's & Grounds (A-B Schools)
- Central Fire Station
- Citizen's Library
- Community Ed. Offices
- Conant School
- Council on Aging
- Douglas School
- DPW Bldg and Guard House
- Emer. Mngmnt
- Gates School
- High School
- Jr. High School
- Kennedy (Woodlawn Cemetery)
- McCarney-Towne School
- Memorial Library
- Merriam School
- NARA (Rec Center)
- New School (Twin)
- Police Station
- PPS
- South Acton Fire Station
- Super's Office
- Town Hall
- West Acton Fire Station
- Windsor
- Wq. Can
- Taxis Station
- Sewer
- Valmont
- RTAA Main Fire

Exhibit 3.2C

Municipal and School Building Proposed New I-NET Drops
Town of Acton

Building's & Grounds <i>CA-B Schools</i>	10
Central Fire Station	2
Citizen's Library	1
Community Ed. Offices	7
Conant School	28
Council on Aging	3
Douglas School	29
DPW Bldg <i>and Guard House</i>	2
Emer. Mngmnt	3
Gates School	23
High School	70
Jr. High School	
Kennedy (Woodlawn Cemetery)	2
McCartney-Towne School	26
Memorial Library	2
Merriam School	18
NARA (Rec Center)	3
New School <i>(Twin)</i>	
Police Station	2
PPS	
South Acton Fire Station	3
Super's Office	
Town Hall	4
West Acton Fire Station	2
Windsor	1
<hr/>	
Total	241

Exhibit 3.2B

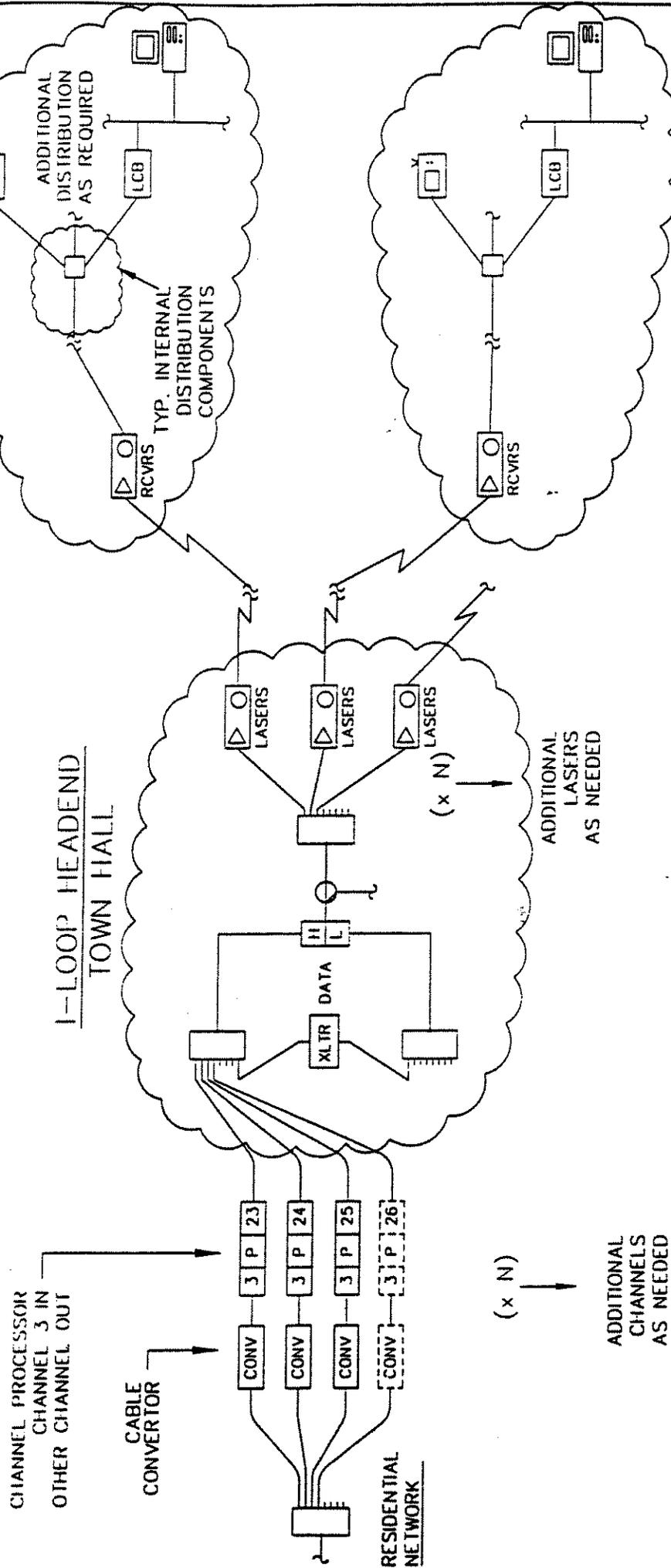
Municipal and School Building Existing I-NET Drops
Town of Acton

Building's & Grounds (A-B Schools)	0
Central Fire Station	3
Citizen's Library	1
Community Ed. Offices	0
Conant School	8
Council on Aging	0
Douglas School	7
DPW Bldg and Snow House	3
Emer. Mngmnt	1
Gates School	11
High School	35
Jr. High School	0
Kennedy (Woodlawn Cemetery)	0
McCartney-Towne School	13
Memorial Library	3
Merriam School	14
NARA (Rec Center)	0
New School Twin	0
Police Station	3
PPS	0
South Acton Fire Station	2
Super's Office	0
Town Hall	40
West Acton Fire Station	3
Windsor	0
<hr/>	
Total	147

EMARP

EDUCATIONAL AND MUNICIPAL ACCESS TO COMMERCIAL PROGRAMMING
ACTON, MASSACHUSETTS

TYP. SCHOOL/
MUNICIPAL BLDG.



ADDITIONAL BUILDINGS AS NEEDED

Exhibit 3.2D

ACTON I-LOOP TYPICAL TOPOLOGY

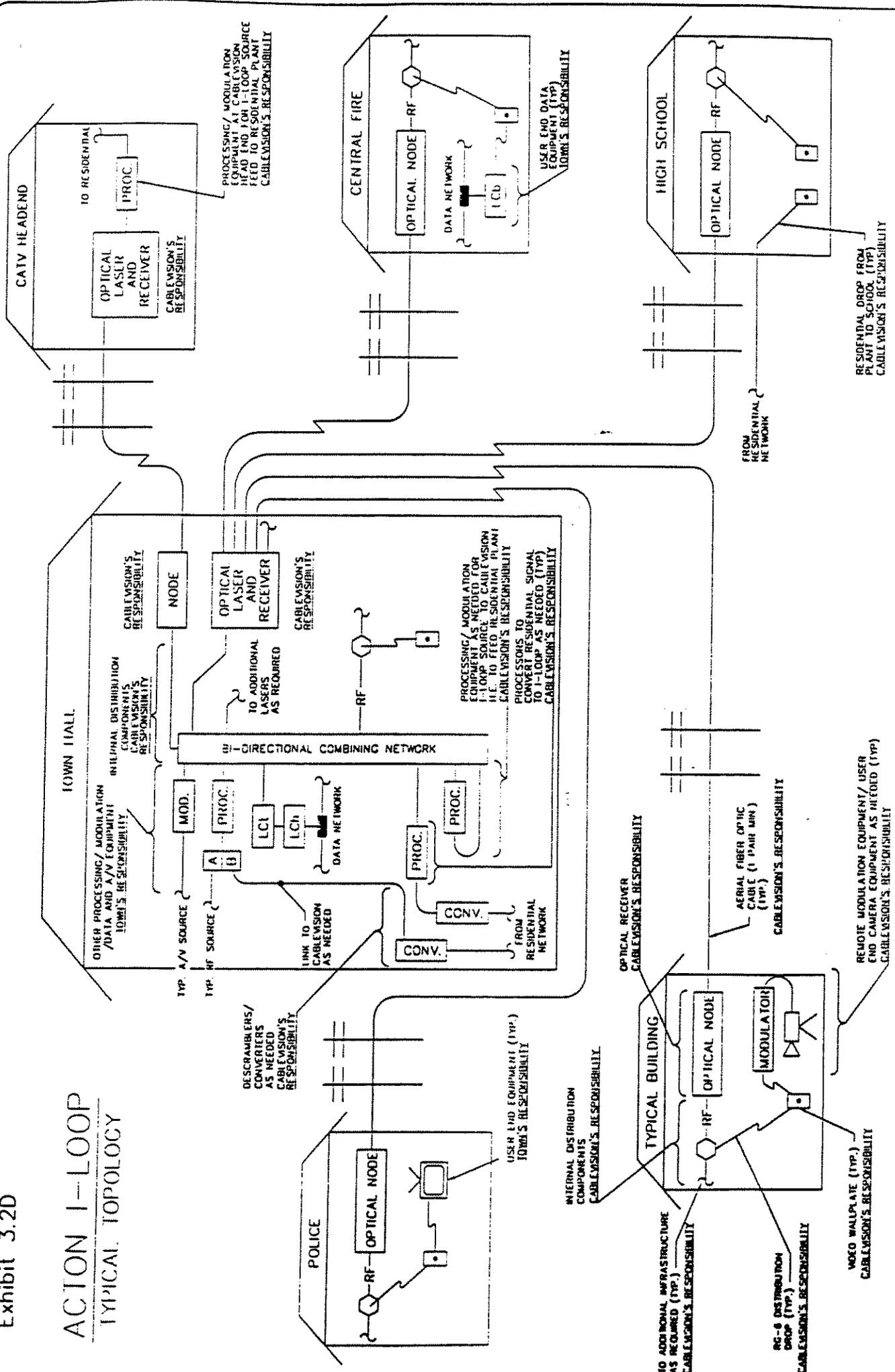


EXHIBIT 5.2

Programming Categories

Broadcast Stations
Children's Programming
Educational Programming
Financial/Business
Government/Public Affairs
International
Movie Programming
Music
News/Weather
Public Broadcasting
Religious Programming
Science/Health
Sports Programming
Variety Programming
Women's/Minority Programming

EXHIBIT 5.6
VCR OPTIONS

§76.309 Customer service obligations.

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

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

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

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

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

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

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

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

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) *Notifications to subscribers —*

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

(1) Products and services offered;

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

(3) Installation and service maintenance policies;

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

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

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

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

(ii) Billing —

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

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

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

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

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

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

(4) Definitions —

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

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

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