Comcast.

COPY

Carol A. Murray
676 Island Pond Road
Manchester, NH 03109
Phone: 603-695-1490
Fax: 603-628-3303

March 8, 2010

*VIA OVERNIGHT MAIL*

Board of Selectmen
Eastham Town Hall
Town of Eastham
2500 State Highway
Eastham, MA 02642

***Re: Eastham, Massachusetts Cable Television Renewal License***

Dear Chair and Members of the Board:

Enclosed please find two fully executed originals of the Cable Television Renewal License between the Town of Eastham and Comcast of Massachusetts I, Inc. As you know, the amended/restate term is for the period of February 1, 2010 through December 16, 2010. The renewal term is for a ten year period, which will commence on December 17, 2010 and will expire at midnight on December 16, 2020.

Please note that Section 10.2 (a) incorrectly referenced provisions in Sections 11.1 and 11.2. The correct reference is to the provision in Section 12.1. The error has been corrected and a new page has been included for you to insert into your copy of the license.

If you have any questions, please feel free to contact me at 603.695.1490.

Sincerely,

Carol A. Murray
Franchising Coordinator

/cam

Enc.

cc: Cable Advisory Committee, c/o Eastham Town Hall
Catrice Williams - Massachusetts Cable Television Division Municipal Liaison
Nick Leuci – Comcast Vice President of Franchising & Community Relations *(2nd original)*
Timothy Murnane – Comcast Vice President of Government & Community Relations *(3rd original)*
Bob Carr, Sr. Director, Government & Community Relations
Mary O'Keeffe – Comcast Sr. Manager of Government & Community Relations
Comcast Local Accounting Department
Comcast Corporate Government Affairs Department
William Solomon, Esq.

Comcast Cable Communications, Inc.
Deer Crossing Suite E21
681 Falmouth Road
Mashpee, MA 02649
508 477-7738 (phone)
508-477-7775 (fax)

February 1, 2010

Board of Selectmen
Eastham Town Hall
2500 State Highway
Eastham, MA 02642

Re: **Discount available to Eligible Senior Citizens**

Dear Members of the Board:

The purpose of this letter is to outline the senior citizen discount that will be provided by Comcast to qualified Eastham cable service subscribers.

Comcast will voluntarily offer a discount equal to ten percent (10%) off its monthly Basic Service. Said discount will be provided to those persons age sixty-five (65) or older, who are head of household and are receiving one of the following: Medicaid benefits; or Mass. Fuel Assistance. A qualifying subscriber must be able to show proof of such qualifications. Acceptable documentation would be the following:

- Proof of Age – Drivers License, Birth Certificate, or Passport
- Head of Household – Lease, Deed, City Tax Bill
- Medicaid benefits under Social Security – Mass Health Card
- Mass Fuel Assistance - copy of fuel assistance benefit certificate or receipt

The period for the senior citizen discount will be concurrent with the recently executed cable television Renewal License. Comcast reserves the right to modify or eliminate such program at its sole discretion.

In the event Comcast adopts and offers a statewide senior citizen discount program, Comcast reserves the right to implement such program, after reasonable written notice to your office.

Yours truly,

Mary O'Keeffe

Mary O'Keeffe
Senior Manager of Government and Community Relations

cc: Timothy G. Murnane, Vice President, Government and Community Relations, Comcast
Ronni Summerton, Franchise Compliance Manager, Comcast

Comcast Cable Communications, Inc.
Deer Crossing Suite E21
681 Falmouth Road
Mashpee, MA 02649
508 477-7738 (phone)
508-477-7775 (fax)

February 1, 2010

Board of Selectmen
Eastham Town Hall
2500 State Highway
Eastham, MA 02642

Re: **Comcast Courtesy Service**

Dear Members of the Board:

I am pleased to inform you that Comcast will continue to provide "Standard Service" or its equivalent to all public schools, police and fire stations, public libraries and other public buildings listed in **Exhibit 3.6** of the *Renewal License* for the entire term of the license.

Yours truly,

Mary O'Keeffe

Mary O'Keeffe
Senior Manager of Government and Community Relations

cc: Timothy G. Murnane, Vice President, Government and Community Relations, Comcast
Ronni Summerton, Franchise Compliance Manager, Comcast

# CABLE TELEVISION

# RENEWAL LICENSE

**GRANTED TO**

## Comcast of Massachusetts I, Inc.

## Granted By

## THE BOARD OF SELECTMEN
## TOWN OF EASTHAM
## MASSACHUSETTS

**Effective Date: February 1, 2010**

**Amended/Restated Term:**
**February 01, 2010 – December 16, 2010**

**Renewal Term**
**December 17, 2010 – December 16, 2020**

# Table of Contents

**ARTICLE 1 DEFINITIONS ..... 6**
SECTION 1.1 – DEFINITIONS ..... 6

**ARTICLE 2 GRANT OF RENEWAL LICENSE ..... 12**
SECTION 2.1 - GRANT OF RENEWAL LICENSE ..... 12
SECTION 2.2 - TERM: NON-EXCLUSIVITY ..... 12
SECTION 2.3 - RENEWAL ..... 13
SECTION 2.4 - RESERVATION OF AUTHORITY ..... 13
SECTION 2.5 - NON-EXCLUSIVITY OF LICENSE ..... 13
SECTION 2.6 – POLICE AND REGULATORY POWERS ..... 15
SECTION 2.7 – REMOVAL OR ABANDONMENT ..... 15
SECTION 2.8 – TRANSFER OF THE RENEWAL LICENSE ..... 16
SECTION 2.9 – EFFECT OF UNUATHORIZED TRANSFER ACTION ..... 17

**ARTICLE 3 SYSTEM SPECIFICATIONS AND CONSTRUCTION ..... 18**
SECTION 3.1 - AREA TO BE SERVED ..... 18
SECTION 3.2 – LINE EXTENSION POLICY ..... 18
SECTION 3.3 – INSTALLATION CHARGES ..... 19
SECTION 3.4 - SUBSCRIBER NETWORK ..... 19
SECTION 3.5 – LOCATION OF THE CABLE TELEVISION SYSTEM ..... 19
SECTION 3.6 - CABLE DROPS TO PUBLIC BUILDINGS ..... 19
SECTION 3.7 - PARENTAL CONTROL CAPABILITY ..... 20
SECTION 3.8 - EMERGENCY ALERT OVERRIDE CAPACITY ..... 21
SECTION 3.9 - SYSTEM TECHNICAL SPECIFICATIONS ..... 21

**ARTICLE 4 TECHNOLOGICAL AND SAFETY STANDARDS ..... 22**
SECTION 4.1 – SYSTEM MAINTENANCE ..... 22
SECTION 4.2 – REPAIRS AND RESTORATION ..... 23
SECTION 4.3 – UNDERGROUND FACILITIES ..... 23
SECTION 4.4 - TREE TRIMMING ..... 24
SECTION 4.5 – STRAND MAPS ..... 24
SECTION 4.6 – BUILDING MOVES ..... 25
SECTION 4.7 – DIG SAFE ..... 25
SECTION 4.8 – DISCONNECTION AND RELOCATION ..... 25
SECTION 4.9 – EMERGENCY REMOVAL OF PLANT ..... 26
SECTION 4.10 – RIGHT TO INSPECTION ..... 26
SECTION 4.11 – PRIVATE PROPERTY ..... 26
SECTION 4.12 – PEDESTALS ..... 27
SECTION 4.13 – SERVICE INTERRUPTIONS ..... 27

**ARTICLE 5 PROGRAMMING ..... 28**
SECTION 5.1 - BASIC CABLE SERVICE ..... 28
SECTION 5.2 - PROGRAMMING ..... 28
SECTION 5.3 - REMOTE CONTROLS ..... 28
SECTION 5.4 - STEREO TV TRANSMISSIONS ..... 28
SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE ..... 29
SECTION 5.6 – SCRAMBLING/ENCODING AND A/B SWITCH ..... 29
SECTION 5.7 – CONTINUITY OF SERVICES ..... 29
SECTION 5.8 – COMMERCIAL ESTABLISHMENTS ..... 29

**ARTICLE 6 PUBLIC ACCESS CHANNEL(S) AND SUPPORT ..... 30**
SECTION 6.1 - PEG ACCESS CHANNEL(S) ..... 30
SECTION 6.2 - PEG ACCESS PROVIDER ..... 32

SECTION 6.3 – VIDEO RETURN LINES AND VIDEO RETURN HUB ..... 33
SECTION 6.4 – NAUSET REGIONAL HIGH SCHOOL ACCESS STUDIO HUB AND CONNECTION TO LICENSEE'S HEADEND ..... 37
SECTION 6.5 – PEG ACCESS CABLECASTING ..... 38
SECTION 6.6 – PEG ACCESS SUPPORT ..... 40
SECTION 6.7– CAPITAL PAYMENT ..... 42
SECTION 6.8 – EXISTING PEG ACCESS/LOCAL ORIGINATION EQUIPMENT ..... 42
SECTION 6.9 - NON-COMMERCIAL PROGRAMMING ..... 43
SECTION 6.10 – REPORT OF DISBURSEMENTS ..... 43

**ARTICLE 7 FRANCHISE FEES AND LICENSE FEES ..... 45**
SECTION 7.1 – LICENSE FEE PAYMENTS ..... 45
SECTION 7.2 – FRANCHISE FEE ..... 45
SECTION 7.3 – PAYMENT ..... 45
SECTION 7.4 – OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS ..... 45
SECTION 7.5 – LATE PAYMENT ..... 46
SECTION 7.6 – RECOMPUTATION ..... 46
SECTION 7.7 – AFFILIATES USE OF SYSTEM ..... 47
SECTION 7.8 – METHOD OF PAYMENT ..... 47

**ARTICLE 8 RATES AND CHARGES ..... 48**
SECTION 8.1 - RATES AND CHARGES ..... 48
SECTION 8.2 – RATE REGULATION ..... 49
SECTION 8.3 – CREDIT FOR SERVICE INTERRUPTION ..... 49

**ARTICLE 9 CUSTOMER SERVICE, SUBSCRIBER RIGHTS AND CONSUMER PROTECTION ..... 50**
SECTION 9.1 – TELEPHONE ACCESS ..... 50
SECTION 9.2 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME ..... 50
SECTION 9.3 – FCC CUSTOMER SERVICE OBLIGATIONS ..... 51
SECTION 9.4 – BUSINESS PRACTICE STANDARDS ..... 51
SECTION 9.5 – COMPLAINT RESOLUTION PROCEDURES ..... 52
SECTION 9.6 – EMPLOYEE IDENTIFICATION CARDS ..... 53
SECTION 9.7 – PROTECTION OF SUBSCRIBER PRIVACY ..... 53
SECTION 9.8 – PRIVACY WRITTEN NOTICE ..... 54
SECTION 9.9 – MONITORING ..... 54
SECTION 9.10 – SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION ..... 54
SECTION 9.11 – RESPECT FOR PRIVATE PROPERTY ..... 55

**ARTICLE 10 INSURANCE AND BONDS ..... 56**
SECTION 10.1 – INSURANCE ..... 56
SECTION 10.2 – PERFORMANCE BOND ..... 58
SECTION 10.3 – INDEMNIFICATION ..... 59

**ARTICLE 11 ADMINISTRATION AND REGULATION ..... 61**
SECTION 11.1 – REGULATORY AUTHORITY ..... 61
SECTION 11.2 – PERFORMANCE EVALUATION HEARINGS ..... 61
SECTION 11.3 – NONDISCRIMINATION ..... 61
SECTION 11.4 – EMERGENCY REMOVAL OF PLANT ..... 61
SECTION 11.5 – REMOVAL AND RELOCATION ..... 62
SECTION 11.6 – JURISDICTION/VENUE ..... 62

**ARTICLE 12 DETERMINATION OF BREACH LICENSE REVOCATION ..... 63**
SECTION 12.1 - NOTICE AND OPPORTUNITY TO CURE ..... 63
SECTION 12.2 – REVOCATION OF THE RENEWAL LICENSE ..... 64

SECTION 12.3 – NON-EXCLUSIVITY OF REMEDY ..... 64
SECTION 12.4 – NO WAIVER-CUMULATIVE REMEDIES ..... 65

**ARTICLE 13 REPORTS, AUDITS AND PERFORMANCE TESTS ..... 66**
SECTION 13.1 – GENERAL ..... 66
SECTION 13.2 – FINANCIAL REPORTS ..... 66
SECTION 13.3 – CABLE SYSTEM INFORMATION ..... 67
SECTION 13.4 – IN-HOUSE TELEPHONE REPORTS ..... 67
SECTION 13.5 – SUBSCRIBER COMPLAINT REPORTS ..... 67
SECTION 13.6 – ANNUAL PERFORMANCE TESTS ..... 67
SECTION 13.7 – QUALITY OF SERVICE ..... 68
SECTION 13.8 – DUAL FILINGS ..... 68
SECTION 13.9 – INVESTIGATION ..... 68

**ARTICLE 14 MISCELLANEOUS ..... 69**
SECTION 14.1 - SEVERABILITY ..... 69
SECTION 14.2 - FORCE MAJEURE ..... 69
SECTION 14.3 - ACTS OR OMISSIONS OF AFFILIATES ..... 69
SECTION 14.4 - NOTICES ..... 70
SECTION 14.5 – RENEWAL LICENSE EXHIBITS ..... 71
SECTION 14.6 - ENTIRE AGREEMENT ..... 71
SECTION 14.7 - CAPTIONS ..... 71
SECTION 14.8 - WARRANTIES ..... 71
SECTION 14.9 – NO RECOURSE AGAINST THE ISSUING AUTHORITY ..... 72
SECTION 14.10 – TOWN'S RIGHT OF INTERVENTION ..... 72
SECTION 14.11 – TERM ..... 72
SECTION 14.12 - APPLICABILITY OF RENEWAL LICENSE ..... 73

**EXHIBIT 3.6 CABLE DROPS TO PUBLIC BUILDINGS ..... 75**

**EXHIBIT 5.2 PROGRAMMING ..... 76**

**EXHIBIT 6.3 COST ESTIMATE TOWN HUB TOWN VIDEO RETURN LINES ..... 77**

**EXHIBIT 6.8 LIST OF EQUIPMENT ..... 78**

**EXHIBIT 9.3 U.S.C. SECTION 76.309/FCC CUSTOMER SERVICE OBLIGATIONS ..... 81**

**EXHIBIT 9.4 BILLING & TERMINATION ..... 83**

**EXHIBIT 13.5 FORM 500 ..... 86**

# RENEWAL LICENSE

## INTRODUCTION

WHEREAS, Comcast of Massachusetts I, Inc., (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Eastham, Massachusetts (hereinafter the "Town"), said license having commenced on April 1, 2002;

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

WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Issuing Authority, finds that Licensee has complied with the terms of its previous license.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License (which includes an amended/restated term of February 1, 2010 through December 16, 2010 and a renewal term of December 17, 2010 through December 16, 2020) is issued upon the following terms and conditions:

# 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.

(a) Access - The right or ability of any Eastham resident and/or any Persons affiliated with a Eastham institution to use designated Public, Education and/or Government ("PEG") access facilities and equipment and/or Access Channels of the Cable Television System, subject to the conditions and procedures established for such use by the Town and/or its designee.

(b) Access Provider – shall mean the entity designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and/or Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal License and 47 U.S.C. 531.

(c) Affiliate or Affiliated Person - When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(d) Basic Cable Service – shall mean any service tier which includes the retransmission of local television broadcast signals.

(e) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public

Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(f) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Eastham, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(g) Cable Division – shall mean the Competition Division of the Massachusetts Department of Telecommunications and Cable established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A) or its successor.

(h) Cable Service or Service – shall mean the one-way transmission to subscribers of (i) video programming; or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(i) Drop – shall mean the coaxial cable or fiber that connects a home or building to the feeder cable of the Subscriber Network.

(j) Effective Date – shall mean February 1, 2010.

(k) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(l) Franchise Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Eastham and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(m) Gross Annual Revenues – The revenues received by the Licensee and/or its Affiliates from the operation of the Cable System in the Town of Eastham to provide Cable Service, including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; any and all other Cable Service fees and charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar charges; interest earned on all Subscriber fees and/or charges collected; all digital Cable Service revenues; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber Cable Service revenues (including bulk account revenues); Pay Cable, Premium Services and Pay-Per-View revenues; converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; fees paid for channels designated for commercial use; leased access revenues, and advertising revenues, but not including home shopping revenues. In the event that an Affiliate and/or any other Person is responsible for advertising revenues, advertising revenues for purposes herein shall be deemed to be the pro-rata portion of the advertising revenues accrued by such Affiliate or other Person for such Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly from or in connection with the operation of the Cable System to the extent that said revenue is derived through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting Principles; 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.

(n) Headend – shall mean the electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming signals for distribution over the Cable System.

(o) Issuing Authority – shall mean the Board of Selectmen of the Town of Eastham, Massachusetts, or the lawful designee thereof.

(p) Licensee – shall mean Comcast of Massachusetts I, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(q) License Fee – shall mean the payments to be made by Licensee to the Town of Eastham and the Commonwealth of Massachusetts, which shall have the meaning as set forth in M.G.L.c. 166A, § 9.

(r) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evenings at least one (1) night per week and/or some weekend hours.

(s) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(t) Pay Cable or Premium Services - Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(u) Pay-Per-View: - Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(v) PEG Access User or Access User – shall mean a Person utilizing the Cable Television System, including any related facilities for purposes of production and/or transmission of PEG Access Programming, as opposed to utilization solely as a Subscriber.

(w) PEG Access Programming – shall mean non-commercial programming produced in accordance with 47 U.S.C. 531 and this Renewal License.

(x) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority.

(y) Public, Educational and Governmental (PEG) Access Channel – A Licensee-owned video channel which the Licensee shall make available to the Town of Eastham and designees of the Town of Eastham, including Access Users, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(z) Public Buildings – shall mean those buildings owned or leased by the Issuing Authority for municipal government purposes, and shall not include buildings owned by the Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(aa) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the Town of Eastham for compatible uses, which shall entitle Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the Town of Eastham for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Licensee to the use thereof for the purposes of installing, operating, and maintaining Licensee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System. Reference herein to "Public Way" or "Street" 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.

(ab) Renewal License or License – shall mean this Renewal License and any amendments or modifications in accordance with the terms herein.

(ac) Standard Installation – The installation which can be completed using a Drop of up to one hundred fifty feet (150') aerial.

(ad) Subscriber – Any Person, firm, corporation or other entity who or which contracts with the Licensee for or lawfully receives, Cable Service provided by the Licensee.

(ae) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(af) Town – shall mean the Town of Eastham, Massachusetts.

(ag) Trunk and Distribution System – That portion of the Cable System for the delivery of Cable Services, but not including Drop Cable(s) to Subscriber's residences.

(ah) Video Programming or Programming – shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

(ai) Video Return Lines - The dedicated, separate video return lines providing upstream capacity for Video Programming from specific sites.

# ARTICLE 2
# GRANT OF RENEWAL LICENSE

## SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License (with an amended/restated term of February 1, 2010 to December 16, 2010 and a renewal term from December 17, 2010 to December 16, 2020) to Comcast of Massachusetts I, Inc., a Massachusetts corporation, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Eastham.

(b) This Renewal License is granted under and in compliance with the Cable Act and M.G.L.c. 166A, and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

## SECTION 2.2 - TERM: NON-EXCLUSIVITY

This License shall be in effect for the period of February 1, 2010 through midnight December 16, 2010 as the amended/restated term, which replaces the existing License in its entirety, and then, without interruption, from December 17, 2010 through midnight, December 16, 1, 2020 as the renewal term.

## SECTION 2.3 - RENEWAL

(a) In accordance with the provisions of federal law, M.G.L. c. 166A, § 13 and applicable

applicable regulations, this Renewal License shall be subject to additional renewals for periods not to exceed ten (10) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by the Licensee and the Issuing Authority and shall contain such terms as Licensee and the Issuing Authority may then agree.

**SECTION 2.4 - RESERVATION OF AUTHORITY**

Nothing in this Renewal License shall (a) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description; (b) be construed as a waiver of any codes or bylaws/regulations of general applicability and not specific to the Cable Television System, Licensee, or this License; or (c) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. Any conflict between the terms of this Renewal License and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

**SECTION 2.5 - NON-EXCLUSIVITY OF LICENSE**

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Eastham; 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.

(b) The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions 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. 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(s) are on terms 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(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall negotiate, in good faith, equitable amendments to this Renewal License within a reasonable time.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event an application for a new cable television license is filed with the Issuing Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall serve a copy of such application upon the Licensee by certified mail or via nationally recognized overnight courier services within a reasonable time thereafter.

(e) In the event that the Licensee believes that in the future another licensee which has been granted a cable television license in the Town, has been provided relief by the Issuing Authority from a material obligation(s) of its license, which may include amendments to the license, that causes said other cable television license to be more favorable or less burdensome than this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that such relief causes said other

cable license to be favorable or less burdensome than this Renewal License. Should the Licensee demonstrate that any such relief causes said other cable television license to be more favorable or less burdensome than the Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

## SECTION 2.6 – POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town and its right to adopt and enforce generally applicable by-laws in the lawful exercise of its police powers to the extent permitted by applicable law, with respect to the safety and welfare of the public. The Licensee shall comply with all applicable Town by-laws and lawful regulations, provided such are not specific to this License, the Licensee and/or Cable System. 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 a court of competent jurisdiction. Nothing in this Section 2.6 shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town by-law or regulation.

## SECTION 2.7 – REMOVAL OR ABANDONMENT

Upon termination of this Renewal License by passage of time or otherwise, unless (1) the Licensee has its license renewed for another term or (2) the ownership of the Cable Television System is transferred to another Person with written approval by the Issuing Authority in accordance with applicable law and pursuant to Section 2.8 below or (3) unless otherwise operating under the terms of this Renewal License as allowed by applicable law, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition as is reasonably possible and as soon as reasonably possible. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not

removed as having been abandoned. Upon written request of the Licensee, the Issuing Authority may waive this requirement for good cause shown.

**SECTION 2.8 – TRANSFER OF THE RENEWAL LICENSE**

(a) Pursuant to M.G.L. c. 166A, Section 7, as may be amended from time to time, neither the 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. The consent of the Issuing Authority shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the FCC and/or the Cable Division. Pursuant to 207 CMR 4.01(2), a transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under M.G.L. c. 166A, Section 7. Pursuant to 207 CMR 4.00 an "affiliated company" is any person or entity who owns or controls, is owned or controlled by, or is under common ownership or control with, such person or entity". The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application. As required by federal and/or state law or regulations, the Issuing Authority shall within thirty (30) days of receiving a request for consent, notify the Licensee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Issuing Authority has not taken action on Licensee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

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

**SECTION 2.9 – EFFECT OF UNUATHORIZED TRANSFER ACTION**

(a) Any transfer of the Cable System without the Licensee and the transferee complying with Section 2.8 above 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, unless such transfer is otherwise allowable by applicable law.

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

# ARTICLE 3
# SYSTEM SPECIFICATIONS AND CONSTRUCTION

## SECTION 3.1 - AREA TO BE SERVED

(a) Licensee shall make Cable Service available to every residential dwelling unit within the Town, provided the Licensee is able to obtain any necessary easements, permits and/or permission from owners of property and multiple dwelling units. For non-Standard Installations, the Licensee shall offer Cable Service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations.

(b) Provided Licensee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation so long as such additional time does not result in additional cost to the project developer or the Town. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Licensee. The developer shall be responsible for the digging and back-filling of all trenches.

## SECTION 3.2 – LINE EXTENSION POLICY

(a) Consistent with Section 3.1 above, the Cable System shall be extended automatically, at the Licensee's sole cost and expense, to any and all areas of the Town containing (i) twenty-five (25) homes per aerial mile; (ii) twenty-five (25) homes per underground mile, provided that there

is existing underground conduit that is made available to the Licensee; or (iii) fifty (50) homes per underground mile, if there is no available conduit for use by the Licensee. The Licensee shall promptly apply for all necessary permits. Cable Service shall be made available and fully activated to requesting dwelling units no later than twelve (12) months after all necessary permits are obtained, subject to Section 14.2, Force Majeure.

**SECTION 3.3 – INSTALLATION CHARGES**

Any dwelling unit within one hundred fifty feet (150 ft.) aerial from the feeder cable shall be entitled to a Standard Installation rate. All non-standard installations shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.

**SECTION 3.4 - SUBSCRIBER NETWORK**

Licensee shall own, operate and maintain the Cable Television System, to a minimum bandwidth of 750MHz to Eastham Subscribers.

**SECTION 3.5 – LOCATION OF THE CABLE TELEVISION SYSTEM**

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

**SECTION 3.6 - CABLE DROPS TO PUBLIC BUILDINGS**

(a) Licensee shall maintain active Subscriber Network Drops, Outlets and Basic Cable Service, at no charge to the Town, to each Public Building, public school, police and fire stations,

public libraries and other Public Buildings as designated by the Issuing Authority within the Town, listed in **Exhibit 3.6** attached hereto.

(b) Upon written request by the Issuing Authority, Licensee shall provide one (1) Drop, Outlet and Basic Cable Service at no charge to any new Public Buildings and other Town owned Public Buildings along its Cable System route. The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to receive such a Drop or Outlet, prior to any such installation. There shall be no costs to the Town or any designated institution for said installation along the cable route and the provision of monthly Basic Cable Service, and related maintenance.

(c) Nothing in this Section shall require Licensee to move existing or install additional Drops or Outlets at no charge to those existing buildings included in **Exhibit 3.6**, or to move existing or install additional Drops or Outlets to buildings in which Drops or Outlets are hereinafter installed pursuant to subsection (b) above.

(d) It is understood that the Licensee shall not be responsible for any internal wiring of such Public Buildings other than required to install the Drop or Outlet required pursuant to this Section 3.5.

## SECTION 3.7 - PARENTAL CONTROL CAPABILITY

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

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

## SECTION 3.8 - EMERGENCY ALERT OVERRIDE CAPACITY

Licensee shall comply with the FCC's Emergency Alert System ("EAS") regulations and any applicable laws and regulations of the Commonwealth of Massachusetts in order that emergency messages are distributed over the Cable System.

## SECTION 3.9 - SYSTEM TECHNICAL SPECIFICATIONS

The Cable System shall conform to the FCC technical specifications, including 47 CFR 76.05 which are incorporated herein by reference. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

# ARTICLE 4
# TECHNOLOGICAL AND SAFETY STANDARDS

## SECTION 4.1 – SYSTEM MAINTENANCE

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

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

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

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

**SECTION 4.2 – REPAIRS AND RESTORATION**

Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If 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 Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by Licensee upon written demand by the Issuing Authority. However, prior to such repair or restoration the Town should submit a written estimate to Licensee of the actual cost of said repair or restoration.

**SECTION 4.3 – UNDERGROUND FACILITIES**

(a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility company, the Licensee shall likewise place its facilities underground at no cost to the Town.

(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement sub-grade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is 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.

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law. In the event the Town

develops an undergrounding project for which it plans to utilize Town funds to reimburse utilities for the cost of said undergrounding, its shall notify the Licensee of such and discuss with the Licensee how the Licensee may be eligible for such funding consistent with equitable principles and applicable law.

(d) Nothing in this Section shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

**SECTION 4.4 - TREE TRIMMING**

Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Licensee, in accordance with M.G.L. c. 87 and any Town bylaws and regulations.

**SECTION 4.5 – STRAND MAPS**

Upon written request, the Licensee shall file with the Issuing Authority strand maps of the Cable System plant installed. Upon written request strand maps shall also be provided in electronic format if they exist in said electronic format. The Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains.

**SECTION 4.6 – BUILDING MOVES**

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

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

**SECTION 4.7 – DIG SAFE**

Licensee shall comply with all applicable "dig safe" provisions pursuant to M.G.L. c. 82, §40.

**SECTION 4.8 – DISCONNECTION AND RELOCATION**

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

(b) Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement.

## SECTION 4.9 – EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Town to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability.

(b) The Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement.

## SECTION 4.10 – RIGHT TO INSPECTION

The Issuing Authority and/or its designee(s) shall have the right, at its sole cost and expense, to inspect the plant and equipment of the Licensee in the Town at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable written notice to the Licensee. The Licensee shall have a representative present during such inspections.

## SECTION 4.11 – PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-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 at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

## SECTION 4.12 – PEDESTALS

In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable Town, regulations and/or by-laws.

## SECTION 4.13 – SERVICE INTERRUPTIONS

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing, constructing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers.

# ARTICLE 5
# PROGRAMMING

## SECTION 5.1 - BASIC CABLE SERVICE

Licensee shall make available a Basic Cable Service tier to all Subscribers in the Town pursuant to applicable statute or regulation.

## SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit 5.2**. Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Licensee.

(b) Licensee shall comply with 76.1603(c)(3)(i)(b) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes.

## SECTION 5.3 - REMOTE CONTROLS

Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Licensee, if any, and allow the use of remotes. Licensee takes no responsibility for changes in its equipment or Services that might render inoperable the remote control devices acquired by Subscribers.

## SECTION 5.4 - STEREO TV TRANSMISSIONS

All broadcast signals that are transmitted to Licensee's Headend in stereo shall be transmitted in stereo to Subscribers.

## SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. 532, Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee. Rates for use of commercial access channels shall be negotiated between Licensee and the commercial user in accordance with federal law.

## SECTION 5.6 – SCRAMBLING/ENCODING AND A/B SWITCH

An A/B switch shall be available to all Subscribers, at a cost in compliance with applicable law and/or regulation.

## SECTION 5.7 – CONTINUITY OF SERVICES

It shall be the right of all Subscribers to receive Cable Service insofar as Subscribers honor their financial and other obligations to the Licensee; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Cable Service interruptions or as a result of Cable System or equipment failures. When necessary, if non-routine Cable Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance as set forth in Section 4.13 above.

## SECTION 5.8 – COMMERCIAL ESTABLISHMENTS

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

# ARTICLE 6
# PUBLIC ACCESS CHANNEL(S) AND SUPPORT

## SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) Use of channel capacity for Public, Educational and Governmental ("PEG") Access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG Access use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act, to the extent allowed by applicable law. The Issuing Authority and/or its designee shall be responsible for developing, implementing, interpreting and enforcing rules for the PEG Access Channel and PEG Access operations in accordance with applicable law. The PEG Access Channels shall be provided on the Basic Cable Service tier to the extent said tier is required pursuant to applicable law or regulations or otherwise provided by the Licensee, but may be placed on a different tier upon mutual agreement by the Issuing Authority and the Licensee.

(b) Licensee shall beginning on the Effective Date of this Renewal License provide two (2) channels for Public, Educational, and Government ("PEG") Access, to be used for PEG Access Programming provided by the Issuing Authority and/or its designee, and as further described in Section 6.5 below. The Licensee shall, no later than December 31, 2012, provide one (1) additional channel for PEG Access, to be used for PEG Access Programming provided by the Issuing Authority and/or its designee. Said third (3rd) PEG Access Channel shall be able to be

cablecast from the Nauset Regional High School Access Studio (which for purposes of this Article 6 and the Renewal License includes both the Public Access studio and the adjoining Educational Access studio at the Nauset Regional High School ), located at 100 Cable Road, North Eastham. Should the Public Access studio and/or the adjoining Educational Access studio later relocate from or within Nauset Regional High School, 100 Cable Road, North Eastham, the Issuing Authority or its designee shall be responsible for any and all costs associated with the relocation, including such redesign and construction costs, in order that the Licensee shall perform such work as required to enable the Issuing Authority and/or its designee to continue to cablecast.

(c) Pursuant to Section 611 of the Cable Act (47 USC 531), in the event the Issuing Authority, its designee(s) or other PEG Access User elects not to program a PEG Access Channel for a period of one hundred twenty (120) days or more, the Licensee may thereafter use such channel capacity that is not being used for PEG Access purposes, subject to the right of the Issuing Authority to reclaim said channel capacity for its PEG Access use or the PEG Access use of its designee(s) or other Access users with written notice of one hundred twenty (120) days to the Licensee.

(d) The Licensee shall not change the PEG Access Channel locations, without advance reasonable written notice to the Issuing Authority and its designated Access Provider.

(e) Said PEG Access Channel shall be used to transmit PEG Access Programming to Subscribers without charge to the Town, the public schools, any organizations serving the Town or Access users.

(f) The PEG Access Channels may not be used to cablecast for-profit or commercial programs in any fashion.

(g) The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at the same FCC technical standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions.

**SECTION 6.2 - PEG ACCESS PROVIDER**

(a) Beginning the Effective Date of this Renewal License, the Licensee shall no longer be responsible for providing PEG Access personnel, facilities, or equipment for PEG Access Programming for the Town. The Licensee shall continue to be responsible for cablecasting PEG Access Programming on behalf of the towns of Brewster, Eastham, Orleans, Wellfleet and Truro at and from the Licensee's studio located at 15 Locust Road, Orleans, at and from the Licensee's studio located at 15 Locust Road, Orleans, until the Licensee completes the reconfiguration of its system architecture at and serving the Nauset Regional High School so as to separate the PEG Access channel(s) serving the Towns of Brewster, Orleans, Eastham, Wellfleet and Truro from the PEG Access channel(s) serving the Town of Provincetown and enabling the Town or its designated Access Provider to cablecast to the Town of Eastham from the Nauset Regional High School Access Studio (for purposes of this Article 6, the Nauset Regional High School Access Studio includes both the Public and Educational Access studios). (The Licensee anticipates this reconfiguration to be completed by June 1, 2010.) After the completion of said reconfiguration by the Licensee, the Licensee shall no longer be responsible for cablecasting PEG Access Programming to the Town from its Orleans PEG Access studio.

(b) The Town and/or its designated Access Provider shall, subject to and contingent upon the provisions of Section 6.2(a) above, including the Licensee's system "reconfiguration" referenced in said Section 6.2(a), be responsible for the provision of PEG Access personnel, facilities, equipment and Access Programming as follows: (i) the Town (or its designated Government Access Provider, if any) shall be responsible for the provision of Government Access programming; and (ii) the Town and/or its designated Public and Educational Access Provider shall, within one (1) year of the Effective Date of this Renewal License, provide Public and Educational Access facilities, equipment, operations and Programming to Access users and the Town as follows:

(1) Schedule, operate and program the Public and Educational Access channels provided in accordance with Section 6.1, supra;

(2) Manage the annual funding, pursuant to Section 6.6 below;

(3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.7 and Section 6.6 below;

(4) Conduct training programs in the skills necessary to produce Public and Educational Access Programming;

(5) Provide technical assistance and production services to Access Users;

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

(7) Provide publicity, fundraising, outreach, referral and other support services to Access Users;

(8) Assist Access Users in the production of Video Programming of interest to Subscribers and issues, events and activities; and

(9) Accomplish such other tasks relating to the operation, scheduling and/or management of the Public and Educational Access Channels, facilities and equipment as appropriate and necessary.

**SECTION 6.3 – VIDEO RETURN LINES AND VIDEO RETURN HUB**

(a) The Licensee shall, within seven (7) months of the receipt of written notice from the Issuing Authority and payment of the estimated payment referenced in Section 6.3(b) below: (i) construct and install (including the provision of any necessary equipment, such as optical transmitters and receivers) a Video Return hub at the Nauset Regional High School, (100 Cable Road, North Eastham) to which Video Return Lines ("Town Video Return Lines") as described in this Section 6.3 shall be connected, and from which PEG Access Programming originating or aggregated at the Nauset Regional High School is transmitted to the Licensee's Headend; and (ii) construct and install (including the provision of any necessary equipment such as optical

transmitters and receivers) a coaxial Town Video Return Line from the Eastham Public Library (190 Samoset Road) ("Library") to the existing Video Return Line hub at the Eastham Town Hall (2500 State Highway) ("Town Hall"). (The Town Hall and Library shall be, and shall also be referred to as, the "Eastham Video Return Sites".) The Licensee shall discuss the location of the Town Video Return Line termination with the appropriate official in the building. The Licensee is not responsible for end-user equipment.

(b) The Town or its designee(s) (hereinafter also referred to as the "Town/designee"), shall (unless said Town Video Return Line is constructed by the Issuing Authority or its designee at its/their own cost pursuant to Section 6.3(c) below) be responsible for paying the Licensee for the cost of the construction and installation of the Video Return Line hub and the Town Video Return Line up to the specific amount set out below in this Subparagraph (b). In the event the Issuing Authority or its designee constructs and installs the Town Video Return Line, as described in Section 6.3(c) below, the Issuing Authority or its designee shall only be responsible for the cost of the Video Return Line hub up to the specific amount set out below. In order to effectuate this payment by the Town or its designee the Town/designee shall provide the Licensee with a payment in the amount of Thirty-Two Thousand Five Hundred Thirty Dollars ($32,530) to cover the cost for the Video Return Line hub and Town Video Return Line, as estimated by the Licensee. (In the event the Issuing Authority or its designee constructs equips and installs the Town Video Return Line, as described in Section 6.3(c) below, the payment provided by the Town/designee for the construction, installation and equipping of the Video Return Line hub without the Town Video Return Line (hereinafter referred to as the "the Video Return Line hub Only Option") shall be Twenty Thousand Eight Hundred Nineteen Dollars ($20,819). (See **Exhibit 6.3** for the specifics of said cost estimate.) In the event the actual cost of the construction, equipment and installation of both the Video Return Line hub and Town Video Return Line is $32,530 or more (or in the event of the Video Return Line hub Only Option, the cost is $20,819 or more), the Licensee shall retain the estimated payment made by the Issuing Authority as payment in full for said work. In no

event shall the Town/designee be responsible for an amount greater than said $32.530 (or greater than $20,819 in the event of the Video Return Line hub Only Option). In the event that the actual cost of said construction and installation is less than $32,530 (or less than $20,819 in the event of the Video Return Line hub Only Option), the Licensee shall return the difference to the Town or its designee(s). The Licensee shall be responsible for performing all work required for completion of the subject Video Return Line hub and Town Video Return Line (or for the completion of the Video Return Line hub in the event of the Video Return Line hub Only Option), regardless of the costs incurred by the Licensee in performing and completing said work. The Licensee shall be responsible for maintaining, servicing and repairing said Town Video Return Line, (unless the Video Return Line hub Only Option is selected by the Issuing Authority), the Video Return Line hub, the fiber links between the Town Hall and the Licensee's Headend, the Licensee's Headend, and the fiber links between the Nauset Regional High School Access Studio (which includes both the Public Access studio and the adjoining Educational Access studio at the Nauset Regional High School) and the Licensee's Headend. The video return shall be operated and maintained in compliance with applicable FCC Rules, including as prescribed by 47 CFR Part 76 for video with accompanying audio signals provided by a Cable System.

(c) The Issuing Authority and/or its designee shall have the right, at its/their own cost and expense, to construct the Town Video Return Line (or a technologically equivalent or superior line and connection, as long as it is compatible with the Licensee's Video Return Line hub and Cable System) from the Library to the Town Hall, as referenced in this Section 6.3(b) above. (Absent written notice by the Issuing Authority to the Licensee, pursuant to Section 6.3(a), to construct the Town Video Return Lines at the time of construction of the Video Return Line hub, it shall be the responsibility of the Issuing Authority or its designee to construct the Town Video Return Lines at that time or thereafter.) In the event that the Issuing Authority exercises this right, said Video Return Lines and connection with the Licensee's Video Return hub shall be compatible with the Licensee's Video Return Line hub and Cable System. The Issuing Authority shall be responsible

for the Town Video Return Line terminations and all necessary equipment to provide for terminations, patching and interconnects to the Video Return Line hub, such that direct links from the video return buildings are established with the Video Return Line hub. Unless otherwise reached by a joint decision of the Licensee and the Issuing Authority for engineering reasons, all of the aforementioned patching shall be SC/APC Style terminations to establish a clear point of demarcation between any Town-owned fibers and Licensee-owned fibers. The Issuing Authority or its designee shall be responsible for maintaining, servicing and repairing said Town Video Return Line. The Issuing Authority and/or its designee shall, if requested by the Licensee, temporarily cease using said Video Return Line(s), and if necessary disconnect said Video Return Line(s) if it/they are interfering with the Licensee's Cable System. The Licensee shall continue to be responsible for maintaining, servicing and repairing all other parts of the video return as set out in Section 6.3(b) above. The Licensee shall return the PEG Access programming whether (i) aggregated at and/or originated from Eastham Town Hall, or (ii) aggregated at and/or originated from the Nauset Regional High School Access Studio as described in Section 6.5 below.

(d) In the event the Issuing Authority identifies a new municipal or Public Building or Access facility ("Video Return buildings") to be connected to or by a Town Video Return Line(s), the Issuing Authority and/or its designee shall pay the Licensee for all costs of construction of said Town Video Return Lines including a reasonable return on investment. The Licensee shall, within a reasonable period of time, after a written request by the Issuing Authority, provide a written estimate of the projected cost of the requested Town Video Return Line(s) and shall in good faith discuss the specifics of such estimate(s) and less costly alternatives, if any, with the Issuing Authority and its representative(s). The Licensee shall construct said additional Town Video Return Line(s) if so requested in writing by the Issuing Authority, subject to a mutually agreeable construction and activation timeframe not to exceed eighteen (18) months subject to force majeure. Alternatively, the Issuing Authority and/or its designee shall have the right, at its/their own cost and expense, to connect said additional municipal or public buildings and/or Access facility to the

Licensee's Video Return Line hub. If the Issuing Authority exercises this right, said Town Video Return Line(s) and connections with the Licensee's Video Return Line hub shall be compatible with the Licensee's Video Return Line hub and Cable System. The Issuing Authority shall be responsible for all Town Video Return Line terminations and all necessary equipment to provide for terminations, patching and interconnects to the Video Return Line hub, such that direct links from the Video Return buildings are established with the Video Return Line hub. Unless otherwise reached by a joint decision of the Licensee and the Issuing Authority for engineering reasons, all of the aforementioned patching shall be SC/APC Style terminations to establish a clear point of demarcation between any Town-owned-fibers and Licensee-owned fibers. The Issuing Authority or its designee shall, if it exercises this right, be responsible for maintaining and servicing said Town Video Return Line(s)

**SECTION 6.4 – NAUSET REGIONAL HIGH SCHOOL ACCESS STUDIO HUB AND CONNECTION TO LICENSEE'S HEADEND**

(a) The Licensee shall, within seven (7) months of the receipt of written notice from the Issuing Authorities of the Towns of Eastham, Brewster, Orleans, Wellfleet and Truro, and payment of the funding specified herein, construct, equip and install (including any necessary equipment): (i) a new Video Return Hub at the Nauset Regional High School (100 Cable Road, North Eastham); and (ii) two (2) fiber optic Video Return Lines and transport equipment required to connect the said new Video Return Line hub to the Licensee's Headend (to include optical transmitter(s) and receiver(s) capable of transporting five (5) simultaneous PEG Access programs, one each from Truro, Brewster, Eastham, Orleans and Wellfleet, from the Licensee Headend to the Access Studio at the Nauset Regional High School ), in order that PEG Access Programming whether originating: (i) at the Public Access or Educational Access studio located and/or to be located at the Nauset Regional High School, or (ii) from an Eastham Video Return Site (see Section 6.3 above) being used for Public or Educational Programming, is transmitted by the

Licensee to its Headend and then retransmitted in the downstream direction on the appropriate PEG Access Channel.

(b) The Towns of Eastham, Brewster, Orleans, Wellfleet and Truro and/or their designee(s) shall be responsible for paying the Licensee for the cost of the construction, equipping and installation of the: (i) a new Video Return Line hub at the Nauset Regional High School; and (ii) two (2) fiber optic Video Return Lines and transport equipment, both referenced in Section 6.4(a) above. In order to effectuate this payment by said Towns and/or their designee (hereinafter also referred to as the "Towns/designees"), the Towns/designees shall provide the Licensee with a payment in the amount of One Hundred Fifteen Thousand Three Hundred Twenty Dollars ($115,320) to cover the cost for said work as estimated by the Licensee. In the event the actual cost of said construction, equipment and installation is $115,320 or more, the Licensee shall retain the estimated payment made by the Issuing Authority as payment in full for said work. In no event shall the Towns/designees be responsible for an amount greater than said $115,320. In the event that the actual cost of said construction, equipment and installation is less than said $115,320, the Licensee shall return the difference to the Towns in proportion to the respective amounts paid by the Towns or to the Town's designee(s). The Licensee shall be responsible for performing all work required for completion of the subject Video Return hub, two (2) fiber optic Video Return Lines and transportation equipment, regardless of the costs incurred by the Licensee in performing and completing said work. The Licensee shall be responsible for maintaining, servicing and repairing said Video Return Line hub, Video Return Lines and transportation equipment.

**SECTION 6.5 – PEG ACCESS CABLECASTING**

(a) In order that PEG Access Programming can be cablecast over the appropriate Licensee's downstream PEG Access Channel: (i) Government Access Programming from the Town shall be modulated, then transmitted from any Eastham Video Return Site to the Video Return Line hub at the Town Hall, then transmitted to the Licensee's Orleans Headend where it

will be switched by the Licensee to the Government Access channel on the Subscriber Network; (ii) Public and Educational Access Programming from the Town shall be modulated, then transmitted from any Eastham Video Return Site to the Return Video Line hub at the Eastham Town Hall, then transmitted to the Licensee's Orleans Headend where it will be routed to the new Access Studio located at the Nauset Regional High School. Public and Educational programming and/or any PEG programming aggregated or originating from the Nauset Regional High School Access Studio shall be modulated, then transmitted from said studio to the Licensee's Headend where it will be switched by the Licensee to the appropriate PEG Access channel on the Subscriber Network. Said transmissions shall be transported on the aforementioned fibers without charge to the Town or designee.

(b) The Licensee shall provide the Issuing Authority with the capability and equipment, including switching equipment, to ensure that PEG Access Programming, whether (i) aggregated at and/or originated from Eastham Town Hall, or (ii) aggregated at and/or originated from the Nauset High School Studio, is automatically routed to the to the Licensee's Orleans Headend in an efficient and timely manner. Operation and maintenance of any switching equipment associated therewith shall be the responsibility of the Issuing Authority or its designee. Additionally, the Licensee shall ensure that said Programming is properly routed to the appropriate PEG Access downstream channel, in an efficient and timely manner, on the Licensee's Subscriber Network. The License shall not charge the Town and/or the Access Provider for such switching and routing responsibilities. Any manual channel and/or content switching or routing that may be necessary for multiple remote origination cablecasting shall be the responsibility of the Issuing Authority. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming pursuant to this Section 6.5.

(c) The Town and/or its designated Access Provider shall provide and maintain all studio and/or portable modulators and demodulators. The demarcation point between Licensee's equipment and the Town's or PEG Access Provider's equipment shall be the output of the Town's and/or PEG Access Provider's modulator(s) or equivalent device at the Eastham Video Return

Sites and/or the Nauset Regional High School; except if, in accordance with Section 6.3(c) above, the segment(s) of the Video Return Lines between the Eastham Video Return Site(s) and the Eastham Town Hall is constructed by the Town (the Video Return Line hub Only Option) and thus the Town Video Return Lines fall under the ownership of the Town, in which case the responsibility of the Town shall also be from the Town owned fiber termination cabinet at the Eastham Video Return Sites to Town owned fiber termination cabinet at the Town Hall. Regardless of the demarcation point within the Town of Eastham, as just described, the demarcation point at the Nauset Regional High School shall be at the output of the Town's and/or PEG Access Provider's modulator(s) or equivalent device; however, pursuant to paragraph (b) above, the Issuing Authority or its designee shall be responsible for the operation and maintenance of any switching equipment associated herein located at the Eastham Town Hall and/or the Nauset Regional High School Studio.

**SECTION 6.6 – PEG ACCESS SUPPORT**

(a) Licensee shall provide payments to the Issuing Authority or its designee for PEG Access and cable related purposes, including, among other things, salary, operating and other related expenses connected to PEG Access operations and programming, in an amount equal to four and three-quarters percent (4.75%) of Gross Annual Revenues, as defined herein, less the License Fee amount paid to the Town only, pursuant to M.G.L.c. 166A, § 9.

(b) The first payment shall be made on May 15, 2010 for the period of February 1, 2010 through March 31, 2010. Quarterly thereafter, Licensee shall provide payments each August 15th, November 15th, February 15th and May 15th, based on the Gross Annual Revenues from the previous calendar quarter.

(c) On or before March 24, 2010, the Licensee shall make a prepayment to the Issuing Authority or its designee in the amount of Fifty-Seven Thousand Five Hundred Dollars ($57,500) to be used for PEG Access purposes. Said prepayment shall be deducted in four (4) equal amounts of

Fourteen Thousand Three Hundred Seventy-Five Dollars ($14,375) from the quarterly PEG Access Support payments, according to the following schedule:

(i) August 15, 2010- $14,375 deduction

(ii) November 15, 2010 - $14,375 deduction

(iii) February 15, 2011- $14,375 deduction

(iv) May 15, 2011 - $14,375 deduction

(d) On or before March 24, 2011, the Licensee shall make a prepayment to the Issuing Authority or its designee in the amount of Sixty-Nine Thousand Dollars ($69,000) to be used for PEG Access purposes. Said prepayment shall be deducted in four (4) equal amounts of Seventeen Thousand Two Hundred Fifty Dollars ($17,250) from the quarterly PEG Access Support payments, according to the following schedule:

(i) August 15, 2011- $17,250 deduction

(ii) November 15, 2011 - $17,250 deduction

(iii) February 15, 2012- $17,250 deduction

(iv) May 15, 2012 - $17,250 deduction

(e) The Licensee shall file with each of the payments pursuant to paragraphs (a) above a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the Gross Annual Revenue as defined in Section 1.1(m), for the preceding three (3) month reporting period. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(m) supra.

(f) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at the Prime Rate at the Federal Reserve Bank of Boston or its successor.

## SECTION 6.7– CAPITAL PAYMENT

The Licensee shall on or before March 24, 2010, provide Forty-Six Thousand Dollars ($46,000) to the Issuing Authority and/or its designee, as directed by the Issuing Authority, for PEG Access or cable related equipment and/or facilities.

## SECTION 6.8 – EXISTING PEG ACCESS/LOCAL ORIGINATION EQUIPMENT

(a) On or before March 10, 2010, the Licensee shall deed over to the Issuing Authority or its designee, as directed by the Issuing Authority, in "as is" condition and without warranty, its portion of all existing Licensee-owned public, educational and government access/local origination equipment (including, but not limited to, all such studio, portable, field and editing equipment), located at the Licensee's access facility/studio at 15 Locust Road, Orleans for the amount of One Dollar ($1.00). The Issuing Authority acknowledges that said equipment is currently shared between the towns of Brewster, Eastham, Orleans, Wellfleet, Truro and Provincetown. The existing equipment shall be proportionally divided between the towns as follows:

- Brewster..... 28%
- Orleans..... 20%
- Eastham..... 19%
- Wellfleet..... 11%
- Truro..... 8%
- Provincetown. 14%

The specifics of the equipment per town shall be jointly determined by the towns of Brewster, Eastham, Orleans, Wellfleet, Truro and Provincetown designees.

(b) The Licensee shall reasonably maintain said equipment, subject to wear and tear, until deeded over to the Issuing Authority or its designee. The Licensee shall relocate said access/local origination equipment to a location at the Nauset Regional High School (100 Cable Road, North Eastham) or in the Town, designated by the Issuing Authority or its designee to the Licensee at least one week prior to the date referenced above. A list of said equipment is attached

hereto as **Exhibit 6.8**. Upon the transfer and relocation of the equipment, the Licensee shall not be responsible for maintenance, repair and/or replacement of said equipment.

**SECTION 6.9 - NON-COMMERCIAL PROGRAMMING**

The Issuing Authority and its designee(s) shall not use the designated PEG Access Channels, equipment, or other facilities to provide for-profit commercial Programming. Nothing in this Section 6.6 shall prohibit the Issuing Authority or its designee from having memberships, sponsorships, underwriting or acknowledgements (such as the underwriting and acknowledgments displayed by the Public Broadcasting System), to the extent not otherwise prohibited by applicable law or regulations.

**SECTION 6.10 – REPORT OF DISBURSEMENTS**

(a) At the written request of the Licensee, on or before February 15th, the Issuing Authority, or its designee, shall submit to the Licensee a written report showing actual disbursements made of the funds provided pursuant to this License to an access corporation during the past calendar year.

(b) Said report shall detail the allocation of funds and any operating interests of the various entities, if any, using the PEG Access facilities.

(c) If upon review of the report, the Licensee believes that any use of the funds by the Issuing Authority or its designee has been inappropriately related to PEG Access or cable related purposes, the Licensee may submit a written request for a hearing before the Issuing Authority. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. After such hearing, the Issuing Authority shall submit a written response to the Licensee stating its assessment of the use of funds. If the Issuing Authority and Licensee agree that funds have not been used appropriately, the Issuing Authority shall take the necessary measures to better assure future funds are expended appropriately.

(d) If upon receipt of a subsequent report, the Licensee believes that the use of funds again has not been appropriate, the Licensee may, in writing, request another hearing before the Issuing Authority. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. Providing the Issuing Authority finds in accordance with the Licensee's beliefs, the Issuing Authority shall take appropriate action(s) to put safeguards in place to assure the appropriate use of the funds.

# ARTICLE 7
# FRANCHISE FEES AND LICENSE FEES

## SECTION 7.1 – LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents ($.50) per Subscriber per year, or such other amount as may in the future be allowed pursuant to state and/or federal law. The number of Subscribers, for purposes of this Section 7.1, shall be calculated in compliance with applicable law(s).

## SECTION 7.2 – FRANCHISE FEE

In accordance with Section 622(b) of the Cable Act, the Licensee shall not be liable for a total Franchise Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues.

## SECTION 7.3 – PAYMENT

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, no later than March 15th of each year, unless provided for otherwise under applicable law.

## SECTION 7.4 – 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 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 shall not

constitute a credit or offset against the License Fee payments which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges of general applicability shall be used as offsets or credits against the License Fee or Franchise 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 the authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service 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 services over the Cable System.

**SECTION 7.5 – LATE PAYMENT**

In the event that the payments required pursuant to this Article 7 are not tendered to the Town on or before the dates fixed in by or pursuant to Section 7.3 above or applicable law, interest due on such fee payment shall accrue from the date due at the prime rate at the Federal Reserve Bank of Boston or its successor.

**SECTION 7.6 – RECOMPUTATION**

(a) Tender or acceptance of any payment, including any payment of a License Fee or any payment required in Article 6 of this Renewal License shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under Article 6 or Article 7. All amounts paid shall be subject to audit and recomputation by the

Issuing Authority, and shall occur in no event later than two (2) years after the subject payment has been tendered.

(b) If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have thirty (30) business days after a written 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) at its expense.

(c) If, after such audit and recomputation, an additional fee is owed to the Town and/or its designee, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the prime rate at the Federal Reserve Bank of Boston or its successor during the period that such additional amount is owed.

**SECTION 7.7 – AFFILIATES USE OF SYSTEM**

Use of the Cable System by Affiliates shall be in compliance with applicable state and/or federal laws, and shall not detract from the provisions of this Renewal License.

**SECTION 7.8 – METHOD OF PAYMENT**

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and provided to the Board of Selectmen, unless the Licensee is otherwise notified in writing by the Issuing Authority.

# ARTICLE 8
# RATES AND CHARGES

## SECTION 8.1 - RATES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law.

(b) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all Cable Service offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto, including any changes thereto.

(c) At the time of initial solicitation or installation of Cable Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade Service or terminate Service altogether without any charge. Change of Cable Service policies shall be in compliance with 207 CMR 10.00 et seq.

(d) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other license/franchise requirements, may be passed through to the Subscribers in accordance with federal law.

## SECTION 8.2 – RATE REGULATION

The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under state and federal laws.

## SECTION 8.3 – CREDIT FOR SERVICE INTERRUPTION

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

# ARTICLE 9

# CUSTOMER SERVICE, SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

## SECTION 9.1 – TELEPHONE ACCESS

(a) The Licensee shall maintain and operate its customer services call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all state and federal requirements pertaining to the hours of operation of such customer service call center.

(b) The Licensee's main customer service call center shall have a local or toll-free telephone number for Eastham Subscribers, unless required otherwise by applicable law.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions (as defined in §76.309(c)(4)(ii), telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standard shall be met no less than ninety (90%) percent of the time under normal operating conditions, measured on a quarterly basis.

(d) Pursuant to 47 C.F.R. §76.309(c)(1)(B), a Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operation conditions.

## SECTION 9.2 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) business days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable, weather permitting. If arranging appointments for installation, the Licensee shall specify in

advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers, including times other than 9:00 a.m. to 5:00 p.m. weekdays.

(b) A Subscriber complaint or request for Cable Service received after Normal Business Hours shall be acted upon the next business day.

(c) 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; or (ii) an outage as described in section 9.2 (d) below.

(d) System outages shall be responded to promptly, twenty-four (24) hours a 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 neighborhood concerning such an outage, or when the Licensee has reason to know of such an outage.

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

## SECTION 9.3 – 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 9.3**.

## SECTION 9.4 – BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 9.4**, as the same may exist or be amended from time to time:

(i) Notification of its Billing Practices;

(ii) Notification of Service, Rates and Charges;

(iii) Form of Bill;

(iv) Advance Billing, Issuance of Bills;

(v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;

(vi) Charges for Disconnection or Downgrading of Service;

(vii) Billing Disputes; and

(viii) Security Deposits.

## SECTION 9.5 – COMPLAINT RESOLUTION PROCEDURES

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

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Cable 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 and/or 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 fourteen (14) 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

chooses to participate in further processing of the complaint, the Subscriber shall meet jointly with the Issuing Authority or its designee(s) and an authorized representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter.

(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 multiple complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of complaints.

## SECTION 9.6 – EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering 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 visibly display an employee identification card issued by the Licensee and bearing a picture of said employee.

## SECTION 9.7 – PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall comply with all applicable federal and state laws and regulations regarding privacy, including, but not limited to the provisions of Section 631 of the Cable Act (47 U.S.C. 551).

(b) 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.

## SECTION 9.8 – PRIVACY WRITTEN NOTICE

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

## SECTION 9.9 – MONITORING

(a) The Licensee and the Town shall comply at all times as applicable with Section 631 of the Cable Act (47 U.S.C. 551) "Protection of Subscriber Privacy", as may be amended.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes. The Licensee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable state and/or federal law(s).

## SECTION 9.10 – SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

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

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

(c) A Subscriber or user may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee's authorized

representative. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

## SECTION 9.11 – RESPECT FOR PRIVATE PROPERTY

Nothing herein shall be construed as authorizing access or entry onto private property, or any other property by the Licensee, where such right to access or entry is not otherwise provided by law, the Subscriber Services Agreement or this License.

# ARTICLE 10
# INSURANCE AND BONDS

## 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, and file with the Issuing Authority, as obtained and renewed, copies of the certificates of insurance for the following policies:

(a) A commercial general liability insurance policy, written on an occurrence basis, on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance, operation or removal of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars ($1,000,000.00). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for personal injury, broad form property damage, 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) A property damage insurance policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agent and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars ($1,000,000.00).

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

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

(ii) Five Hundred Thousand Dollars ($500,000.00) for property damage per occurrence;

(d) Workers Compensation in the minimum amount of the statutory limit.

(e) The Licensee shall carry excess liability, written on an occurrence basis, in the minimum amount of Five Million Dollars ($5,000,000.00) umbrella form over all other insurance required by this Section 10.1.

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

(i) Such insurance shall commence no later than the Effective Date of the Renewal License.

(ii) 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.

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

(iv) 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 required herein.

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

(vi) The Licensee shall require that every one of its contractors and their subcontractors are covered by the Licensee's insurance as required herein or, in the alternative, carry in full force and effect, the same insurance in the same minimum amounts and meeting the same requirements as required in this Section 10.1.

(vii) The Licensee shall be responsible for all deductibles.

(viii) The Town, its Issuing Authority, other officials, and employees shall be named as "additional insureds" on all liability insurance policies.

(ix) Neither this Section 10.1, nor the provision of insurance or insurance proceeds pursuant to this Section 10.1, shall limit the liability of the Licensee pursuant to this Renewal License.

(x) The Licensee shall provide the Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of the policies. All certificates shall contain, at a minimum, a thirty (30) day notice of cancellation or reduction in the coverage amount(s).

**SECTION 10.2 – PERFORMANCE BOND**

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License, a faithful performance bond running to the Town and in a form satisfactory to the Issuing Authority (however, the Issuing Authority shall not unreasonably deem a bond's form to be unsatisfactory), with good and sufficient surety licensed to do business in the Commonwealth of Massachusetts in the sum of Twenty-Five Thousand Dollars ($25,000). Said bond shall be upon the terms and conditions specified in M.G.L. 166A § 5(K) and the faithful performance and discharge of all obligations imposed by the Renewal License, subject to the provisions of 11.1 and 11.2 below.

(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, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 12.1infra.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town pursuant to the terms and conditions of such bond. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the sum of Twenty-Five Thousand

Dollars ($25,000) required herein. Neither this section, nor any bond accepted pursuant thereto, nor any damages recovered there under shall limit the liability of the Licensee under the Renewal License.

(d) The performance bond required herein shall contain an explicit endorsement stating that such performance bond is intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

> It is hereby understood and agreed that this performance bond shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

**SECTION 10.3 – INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, property damage or personal injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System. Indemnified expenses shall include reasonable attorneys' fees and costs incurred from the time the Licensee receives written notice of its obligation to indemnify and defend the Town for a specific claim up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify and defend the Town after receipt of a claim for which indemnification is sought. The Licensee is not required to indemnify the Town for attorney fees and costs incurred

prior to the above referenced written notice being provided to the Licensee. In the event of a legal action, the Issuing Authority or its designee shall promptly forward a copy of the legal complaint served upon the Town.

# ARTICLE 11
# ADMINISTRATION AND REGULATION

## SECTION 11.1 – REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable System. 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.

## SECTION 11.2 – PERFORMANCE EVALUATION HEARINGS

The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing no more than once per year. Nothing in this Section 11.2 shall limit any rights that the Issuing Authority may have to conduct additional hearings and/or the Licensee's attendance at such hearing. The Issuing Authority shall provide Licensee with the results of its performance evaluation in writing within sixty (60) days after the conclusion of such hearing.

## SECTION 11.3 – NONDISCRIMINATION

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

## SECTION 11.4 – 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 Town, to cut or move any of the wires, cables, amplifiers, appliances

or appurtenances of the Cable Television System, 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 the cost and expense of such removal within thirty (30) days of submission of a bill therefore.

**SECTION 11.5 – REMOVAL AND RELOCATION**

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

**SECTION 11.6 – JURISDICTION/VENUE**

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

# ARTICLE 12
# DETERMINATION OF BREACH LICENSE REVOCATION

## SECTION 12.1 - NOTICE AND OPPORTUNITY TO CURE

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 in the reasonable opinion of the Issuing Authority 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 thirty (30) 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: (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; 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, question witnesses, if any, and be heard at such public hearing.

(d) Within forty-five (45) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it, including, but not limited to:

(i) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;

(ii) commence an action at law for monetary damages;

(iii) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein;

(iv) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law; and/or

(v) invoke any other lawful remedy available to the Town.

(e) In the event that the Issuing Authority fails to issue a written determination within forty-five (45) days after the public hearing pursuant to Section 12.1(d) above, then the issue of said default against Licensee by the Issuing Authority shall, unless otherwise agree to be the parties, be considered null and void.

**SECTION 12.2 – REVOCATION OF THE RENEWAL LICENSE**

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

**SECTION 12.3 – 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 by-law shall preclude the availability of any other such remedy.

**SECTION 12.4 – NO WAIVER-CUMULATIVE REMEDIES**

(a) No failure on the part of the Issuing Authority, the Town or the Licensee 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 Renewal License shall impair any of the rights of the Town or of the Licensee under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, or failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town or the Licensee at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or 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 Issuing Authority or 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.

# ARTICLE 13
# REPORTS, AUDITS AND PERFORMANCE TESTS

## SECTION 13.1 – GENERAL

(a) Upon the written request of the Issuing Authority, the Licensee shall timely submit to the Town any information which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. If it is agreed by the parties that such information is proprietary, then any obligation pursuant to Section 13.1(a) is not applicable. In the event of a disagreement the Licensee shall have all rights available under applicable law to challenge or appeal the determination of the Town to the appropriate appellate entities.

## SECTION 13.2 – FINANCIAL REPORTS

(a) Upon written request by the Issuing Authority and in accordance with applicable law, after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with the Cable Division Form 200 showing a balance sheet sworn to by the Licensee's authorized financial representative. Said forms shall contain such financial information as required by State and/or federal law.

(b) The Licensee shall also provide any other reports required by State and/or federal law that are required to be provided to the Issuing Authority.

## SECTION 13.3 – CABLE SYSTEM INFORMATION

Upon written request by the Issuing Authority, the Licensee shall file annually with the Issuing Authority a report of the number of Basic Service Subscribers.

## SECTION 13.4 – IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 9.1 of this Renewal License, the Licensee shall provide, upon written request of the Issuing Authority, but not more than once annually, the Issuing Authority with a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (i) confirmation that, 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 (which standard shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis); and (ii) confirmation that, under normal operating conditions, the customer will receive a busy signal less than three percent (3%) of the time.

## SECTION 13.5 – SUBSCRIBER COMPLAINT REPORTS

In accordance with the regulations of the Cable Division of the Massachusetts Department of Telecommunications, the Licensee shall submit a completed copy of the Cable Division of the Massachusetts Department of Telecommunications Form 500, a copy of which is attached hereto as **Exhibit 13.5**, to the Issuing Authority or its designee(s).

## SECTION 13.6 – ANNUAL PERFORMANCE TESTS

Upon the written request of the Issuing Authority, the Licensee shall make available to the Issuing Authority proof of performance test data, consistent with the FCC regulations set out in 47 C.F.R. §76.601 et seq.

## SECTION 13.7 – QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a written notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

## SECTION 13.8 – DUAL FILINGS

If requested, in writing, the Licensee and the Issuing Authority shall provide to one another copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 12.1 supra.

## SECTION 13.9 – 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 Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

# ARTICLE 14
# MISCELLANEOUS

## SECTION 14.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

## SECTION 14.2 - FORCE MAJEURE

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

## SECTION 14.3 - ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omissions of its Affiliates while such Affiliates are involved directly or indirectly in the

construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

**SECTION 14.4 - NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Issuing Authority may specify in writing to Licensee.

Town of Eastham
Attn: Board of Selectmen
2500 State Highway
Eastham, MA 02642

with copies to:

Town of Eastham
Attn: Cable Advisory Committee
2500 State Highway
Eastham, MA 02642

(b) Every notice served upon Licensee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as Licensee may specify in writing to the Issuing Authority.

Comcast Cable Communications, Inc.
Attn: Vice President, Government & Community Relations
426 East First Street
South Boston, MA 02127

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Relations
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

**SECTION 14.5 – RENEWAL LICENSE EXHIBITS**

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

**SECTION 14.6 - ENTIRE AGREEMENT**

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

**SECTION 14.7 - CAPTIONS**

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

**SECTION 14.8 - WARRANTIES**

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 Commonwealth of Massachusetts;

(b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be

obtained as of the date of execution of this Renewal License, to enter into and legally bind 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 Licensee in accordance with the provisions herein;

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

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

**SECTION 14.9 – NO RECOURSE AGAINST THE ISSUING AUTHORITY**

Pursuant to Section 635A(a - d) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief.

**SECTION 14.10 – TOWN'S RIGHT OF INTERVENTION**

The Town hereby reserves to itself, and the Licensee acknowledges, the Town's right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this Section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

**SECTION 14.11 – TERM**

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

## SECTION 14.12 - APPLICABILITY OF RENEWAL LICENSE

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

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 1st DAY OF MARCH ~~February~~ 2010.

**TOWN OF EASTHAM**
By its:
Board of Selectmen

Martin F. McDonald, Chair

Carol F. Martin, Vice Chair

Aimee J. Eckman, Clerk

Linda S. Burt

David W. Schropfer

Approved as to legal form:

William H. Solomon
Special Cable Counsel

**COMCAST OF MASSACHUSETTS I, INC.**
By:

Kevin M. Casey
President
NorthCentral Division

## EXHIBIT 3.6

## CABLE DROPS TO PUBLIC BUILDINGS

| Town Buildings | Address |
|---|---|
| Town Hall | 2500 State Highway |
| Police Department | 2550 State Highway |
| Fire Department | 2520 State Highway |
| Library | 190 Samoset Road |
| Department of Public Works | 555 Old Orchard Road |
| Senior Center | 1405 Nauset Road |

| School Buildings | |
|---|---|
| Eastham Elementary School | 200 Schoolhouse Road |
| Nauset Regional High School | 100 Cable Road |

## EXHIBIT 5.2

## PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

## EXHIBIT 6.3

## COST ESTIMATE TOWN HUB AND TOWN VIDEO RETURN LINES

Town Hub at the Nauset Regional High School, 100 Cable Rd., North Eastham... $20,819

Town Video Return Line From Eastham Public Library (190 Samoset Rd.)
To Eastham Town Hall (2500 State Highway)..... $11,711

# EXHIBIT 6.8

## LIST OF EQUIPMENT

| Qty. | Manufacturer | Model | Description |
|---|---|---|---|
| 1 | JVC | BR-S611U | SVHS Player/Recorder |
| 2 | JVC | BR-S811U | SVHS Edit Recorder |
| 2 | Sony | PVM 8221 | 8" Color Monitor |
| 1 | Videotek | TVM-620 | Waveform Monitor |
| 1 | Videotek | VDA-16 | VDA |
| 2 | Sony | PVM-1342-Q | 13" Color Monitor |
| 1 | Panasonic | 5203B | 3 Bay B/W Monitors |
| 2 | Sony | CCU M3 | CCU |
| 1 | Sony | CCU M5 | CCU |
| 2 | Sony | CMA 8A | Camera Adapter |
| 1 | JVC | RM-860U | Edit Control Unit |
| 1 | JVC | KM-2500U | SEG Switcher |
| 2 | FOR A | FA 300 | TBC |
| 1 | Getner | | Digital Hybrid Phone System |
| 1 | Getner | | Teleswitch |
| 1 | Commodore | 1084S | Computer Monitor |
| 1 | Amiga | 4000 | Computer |
| 1 | Amiga | 2000 | Computer |
| 1 | Yamaha | MC1202 | Audio Mixer |
| 1 | Shure | 210-A | Amp |
| 1 | Crown | D-75 | Amp |
| 1 | TEAC | AD-4 | CD/Cassette Player |
| 1 | Realistic | SCT-84 | Cassette Player |
| 1 | Panasonic | CT 1381 VY | Monitor |
| 2 | Digital Creations | SG-10 | Genlock |
| 2 | Videotek | RS10A | Switcher |
| 1 | ESE | 246 | ADA |
| 1 | ESE | 246 | ADA |
| 2 | Sony | PVM-95 | 8" B/W Monitor |
| 2 | JVC | BR-S600U | SVHS playback deck |
| 1 | Leightronix | PRO-16 | Automation |
| 1 | FM Systems | ALM 771 | Audio Limiter |
| 1 | Advent | BabyAdvent II | Speakers |
| 1 | Panasonic | PV-2700B | VHS VTR |
| 1 | Sony | VO-9600 | 3/4" Playback VTR |
| 1 | Panasonic | AG-1330P | S-VHS/VHS Player |
| 1 | JVC | BRS-800U | SVHS Edit Recorder |
| 1 | Panasonic | CT 1381 VY | Color Monitor |
| 1 | JVC | BR-S500U | SVHS Player |
| 1 | Panasonic VA7FA013380 R | DVD-S53 | DVD/CD Source |
| 1 | Tascam | 102 | Cassette Player |
| 1 | JVC | RMG810U | Edit Control Unit |
| 1 | Panasonic | WJ220R | Switcher |

| | | | |
|---|---|---|---|
| 1 | Realistic | 31-2008 | 10 band EQ |
| 2 | Shure | M267 | Audio Mixer |
| 3 | Panasonic | AG-456UP | SVHS Camcorder |
| 1 | Panasonic | AG-450 | SVHS Camcorder |
| 4 | Sony | DXC-325 | 3CCD Studio Camera |
| 4 | Cannon | VCL-810BX | Studio Cam Lens |
| 3 | Sony | LO-27 | Lens Remote Control Units |
| 2 | Sony | DXF-40 | Electronic View Finder |
| 1 | Sony | DXF-50 | Electronic View Finder |
| 4 | Que/Clear Com | DMQ2 | Communications Headphone |
| 2 | Clear Com | | Communications Headphone |
| 3 | Bogen | 3068 | Tripod Legs |
| 3 | Bogen | 3066 | Tripod Head |
| 1 | Sony | KV-20TS32 | Monitor |
| 2 | Strand | 3480 | 8" Fresnel |
| 6 | Strand | 3380 | 6" Fresnel |
| 3 | Altman | 154 | Scoop |
| 2 | Altman | 4.5-25502-MT | Ellipsoidals |
| 1 | Videonics | TM-2000 | Character Generator |
| 1 | JVC | SR-S635U | SVHS VTR |
| 1 | Mackie | CR 1604 VLZ | Audio Mixer |
| 2 | Sigma | ADA 106 | ADA |
| 2 | Sigma | VDA 100A | VDA |
| 2 | Clear Com | PK-5 | Communications System |
| 3 | Panasonic | WV-BM500U | Monitor |
| 1 | Sony | KV-8AD10 | Monitor |
| 1 | JVC | TM-A9U | Monitor |
| 1 | Hamlet | 301 | Vectorscope |
| 1 | Panasonic | WJ-225R | Switcher |
| 1 | Videonics | MX-1 | Video Mixer |
| 1 | Calzone | | Road Case |
| 2 | Lowell | Tota-light | Light Kit |
| 7 | Sony | ECM-44B | Lavaliere Microphone |
| 2 | Sony | ECM-55B | Lavaliere Microphone |
| 1 | Sennheiser | K3-U | Shotgun Mic |
| 1 | Azden | 31LT | Wireless Mic Transmitter |
| 1 | Azden | 111R | Wireless Mic Receiver |
| 4 | ElectroVoice | 635A | Handheld Mic |
| 1 | JVC | TM22U | Field Monitor |
| 1 | Bogen | 3063/3040 | Tripod |
| 6 | Bogen | 3063/3021 | Tripod |
| 1 | | | Lighting Grid |
| 1 | | | Cyclorama w/track |
| 1 | Mackie | 1402-VL2Pro | Audio Mixer |
| 1 | Panasonic | CT-2080YD | Monitor |
| 1 | Panasonic | AG-DV1000 | Mini DV Deck |
| 1 | Macro System | Casablanca Prestige | DV Edit |
| 1 | Tripp Lite | PCPro600 | UPS |

| | | | |
|---|---|---|---|
| 1 | Sony | Trinitron Multiscan G410 | Computer Monitor |
| 1 | TecNec | PSW-6SV | Multi Video Input |
| 1 | Technics | SA-EX140 | AV Control Stereo Reciever |
| 1 | Panasonic | AG-DS555 | Recorder |
| 1 | Panasonic | PV/D4742 | VHS/DVD Combo Deck |
| 1 | JBL | Control23 | Monitor Speakers |
| 3 | Pelican | 1550 Case | DV Camera Cases |
| 3 | Canon | DM-GL1 | Digital Videocamera |
| 3 | Canon | BP-945 | Battery Pack |
| 4 | Bogen Manfrotto3433 | 501 | Tripod |
| 1 | Atlas Sound | | Table Mic Stand |
| 1 | Tripp-Lite | BCProUPS600 | UPS |
| 1 | Tripp-Lite | BCPro850 | UPS |
| 1 | Marants | ST6000/U2B | Stereo Turner |
| 1 | Panasonic | AG-1340P | VHS/SVHS Playback |
| 1 | Panasonic | CT-1389VYD | Color Video Monitor |
| 1 | | DPS-235 | Leitch Transcoding TBC/Synchroniser |
| 1 | Alphagen | Magic Box | Character Generator |
| 1 | JVC | SR-VS304 | MiniDV/VHS Dub Deck |
| 1 | Panasonic | DMR-E30PP | DVD Recorder |
| 1 | SonyTrinitron | PVM-14M24 | Color Video Monitor |
| 1 | Shure | VP64A | Handheld Microphone |
| 2 | Sony | ECM-44B | Electret Condenser Microphone |
| 2 | Panasonic | DVD-S27 | DVD/CD Playback |
| 1 | Panasonic | DVD-S1 | DVD/CD Playback |
| 2 | Schriber Accoustic | SA -568zm | Shotgun Mic |
| 1 | Toshiba | 14AF46 | Color Video Monitor |
| 2 | | | 50' BNC / XLR Cables |
| 1 | | | 75' BNC / XLR Cable |

# EXHIBIT 9.3

## U.S.C. Section 76.309/FCC Customer Service Obligations

PART 76--CABLE TELEVISION SERVICE – Subpart H--General Operating Requirements

**Sec. 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 that 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.

# EXHIBIT 9.4

# BILLING AND TERMINATION OF SERVICE

**207 CMR 10.00**

**10.01: Billing Practices Notice**

(1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.

(2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.

(3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.

(4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

**10.02: Services, Rates and Charges Notice**

(1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.

(2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.

(3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.

(4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.

(5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.

(6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

(7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

**10.03: Form of Bill**

(1) The bill shall contain the following information in clear, concise and understandable language and format:

(a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;

(b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;

(c) the dates on which individually chargeable services were rendered or any applicable credits were applied;

(d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
(e) the amount of the bill for the current billing period, separate from any prior balance due;
(f) The date on which payment is due from the subscriber.
(2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
(a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
(b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
(c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
(3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

**10.04: Advance Billing and Issuance of Bill**

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

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

(1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
(2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
(3) The following provisions shall apply to the imposition of late charges on subscribers:
(a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
(b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
(c) No late charge may be assessed on the amount of a bill in dispute.
(4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
(5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
(6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

**10.06: Charges for Disconnection or Downgrading of Service**

(1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
(a) A subscriber requests total disconnection from cable service; or
(b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
(2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect

service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

**10.07: Billing Disputes**

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

(2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.

(3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).

(4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.

(5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

**10.08: Security Deposits**

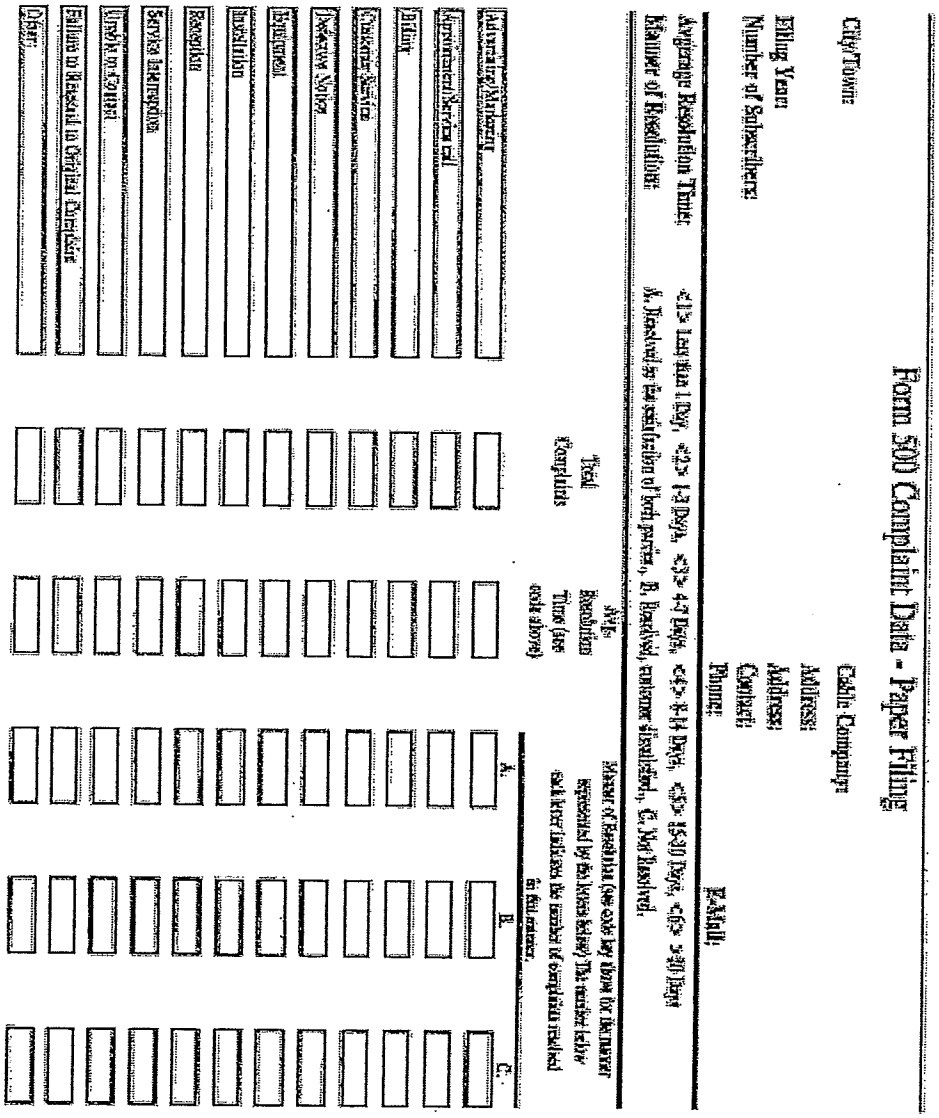
(1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.

(2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

(3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

# EXHIBIT 13.5

# FORM 500



# Form 500 Service Interruption Data - Paper Filing

City/Town: | Cable Company:
--- | ---
 | Address:
Filing Year: | Address:
Number of Subscribers: | Contact:
 | Phone: E-Mail:

**Average Resolution Time:** <1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> >30 Days

| Date Service Interruption Begin | Average Resolution Time (see Code Key above) | Estimated # of Subscribers Affected |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |