

**TOWN OF ANDOVER
COMMONWEALTH OF MASSACHUSETTS**

***CABLE TELEVISION
RENEWAL LICENSE***

**Issued Pursuant to Chapter 166A of the Massachusetts General Laws;
the Cable Communications Policy Act of 1984;
the Cable Television Consumer Protection;
Competition Act of 1992;
and the Telecommunications Act of 1996**

**TOWN OF ANDOVER
COMMONWEALTH OF MASSACHUSETTS
CABLE TELEVISION RENEWAL LICENSE**

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS

**Section 1.1
Definitions
1**

**ARTICLE 2
GRANT AND TERM OF LICENSE**

**Section 2.1
Grant of License
4**

**Section 2.2 Rights and Privileges of Licensee 4
Section 2.3 Applicable Law 4**

**Section 2.4
Term of Renewal License
5**

**Section 2.5 Transfer and Assignment of Renewal License 5
Section 2.6 Non-exclusivity of License 6
Section 2.7 Police and Regulatory Powers 7
Section 2.8 Removal or Abandonment 8
Section 2.9 Proceedings Upon Expiration or Revocation 8**

ARTICLE 3 SYSTEM DESIGN, CONSTRUCTION AND OPERATION

**Section 3.1 Area to be Served 9
Section 3.2 Subscriber Network 9
Section 3.3 Service to Residential Dwellings: Standard Drop 11
Section 3.4 Institutional Network (“I-Net”) 11
Section 3.5 Service to Public Buildings and Schools 14
Section 3.6 Standby Power 15
Section 3.7 Tree Trimming 15
Section 3.8 Underground Wiring of Utilities 16
Section 3.9 Pedestals and Vaults 16
Section 3.10 Private Property 16
Section 3.11 Restoration to Prior Condition 16
Section 3.12 Cooperation with Building Movers 17
Section 3.13 Relocation of Facilities 17
Section 3.14 Relocation of Fire Alarms 17
Section 3.15 Service Interruption; Rebates 18**

Section 3.16
Construction and Maintenance Standards
18

Section 3.17
Right of Inspection
18

Section 3.18
Emergency Removal of Plant
19

Section 3.19
Emergency Audio Alert
19

ARTICLE 4
RATES AND PROGRAMMING

Section 4.1
Initial Rates
21

Section 4.2
Rate Re-regulation
21

Section 4.3
Programming Categories
21

Section 4.4	Programming Tiers	22
Section 4.5	Leased Access	22
Section 4.6	Stereo TV Transmissions	22
Section 4.7	Channel Lineup	22
Section 4.8	Remote Controls	23
Section 4.9	Senior Citizen Discount	23
ARTICLE 5	COMMUNITY PROGRAMMING AND ACCESS COMMITMENTS AND POLICIES	
Section 5.1	Community and PEG Access Programming	24
Section 5.2	Community Programming Equipment and Facilities	24
Section 5.3	Programming and Coverage	25
Section 5.4	Scheduling	26
Section 5.5	Access Channel(s) Maintenance	26
Section 5.6	Government Access Channel	26
Section 5.7	Mobile Van	27
Section 5.8	Programming Content	27
Section 5.9	Commercial Access	27
Section 5.10	Underwriting	27
Section 5.11	Funding for Community Programming	28
Section 5.12	Additional Community Programming Funding	28
ARTICLE 6	INTERNET ACCESS	
Section 6.1	Internet Access	29
ARTICLE 7	SUBSCRIBER RIGHTS AND CONSUMER PROTECTION	
Section 7.1	Customer Service	30
Section 7.2	Telephone Access	30
Section 7.3	Installations, Outages and Service Calls	30
Section 7.4	Installation	31
Section 7.5	Minimum Subscriber Information	31
Section 7.6	Parental Control	32
Section 7.7	Billing and Termination Procedures	32
Section 7.8	Voluntary Disconnection of Service	32
Section 7.9	Billing Disputes	33
Section 7.10	Protection of Subscriber Privacy	33
Section 7.11	Privacy Written Notices	34
Section 7.12	Distribution of Subscriber Information	34
Section 7.13	Polling by Cable	34
Section 7.14	Information with Respect to Viewing Habits and Subscription Decisions	35
Section 7.15	Subscriber's Right to Inspect and Verify Information	35
Section 7.16	Monitoring	35

Section 7.17	Employee Identification Cards	36
Section 7.18	Technical and Customer Service Staff Levels	36
Section 7.19	Non-discrimination	36
Section 7.20	Municipal Access to Licensee's Survey Materials	36

ARTICLE 8 LICENSE ADMINISTRATION

Section 8.1	Regulatory Authority	37
Section 8.2	Indemnification	37
Section 8.3	Insurance	38
Section 8.4	Performance Bond	39
Section 8.5	Service Interruptions	40
Section 8.6	Performance Evaluation Sessions	40
Section 8.7	Non-performance by the Licensee	41
Section 8.8	License Fee Entitlement	41
Section 8.9	Notice of Complaint Procedure	41
Section 8.10	Subscriber and User Complaints	42
Section 8.11	Subscriber Complaint Report	42
Section 8.12	Individual Complaint Reports	42
Section 8.13	Initial: Performance Tests	42
Section 8.14	Quality of Service	43
Section 8.15	Service Interruption Report	43
Section 8.16	Financial Reports	43
Section 8.17	Number of Subscribers	44
Section 8.18	Line Extension Report	44
Section 8.19	Non-exclusivity of Remedy	44
Section 8.20	Revocation of Renewal License	44

ARTICLE 9 GENERAL PROVISIONS

Section 9.1	License as Contract Under Seal	45
Section 9.2	Entire Agreement	45
Section 9.3	Captions	45
Section 9.4	Severability	45
Section 9.5	Force Majeure	46
Section 9.6	Notices	46
Section 9.7	Removal of Antennas	47
Section 9.8	Subscriber Television Sets	47
Section 9.9	Cost of Publication	47
Section 9.10	Jurisdiction	47
	SIGNATURE PAGE	48

TABLE OF SCHEDULES

Schedule 3.4	I-Net Locations	
Schedule 3.4(e)	I-Net Hub Physical Space & Electrical Requirements	
Schedule 4.1	Initial Rates	
Schedule 4.3	Programming Categories	
Schedule 4.4	Initial Programming Tiers	
Schedule 5.11	Equipment List	
Schedule 7.3	FCC Customer Service Regulations:	47 C.F.R. § 76.309 [c]
Schedule 7.5	Billing and Termination Regulations:	207 CMR 10.00 et. seq.

Schedule 9.2 Draft School Use Agreement

(iii)

ARTICLE 1
DEFINITIONS

Section 1.1 - DEFINITIONS

For the purpose of this 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.

Access Channel - A video programming channel which Licensee makes available to the Town without cost for the purpose of transmitting non-commercial programming by members of the public, Town department and agencies, public schools and educational, institutional and other non-profit organizations, subject to and in accordance with 47 U.S.C. 531.

Cable Communications Policy Act of 1984 ("CCPA" or "Cable Act"): Public Law No. 98-549, 98 Stat. 2779 (1984), amending the Communications Act of 1934, and effective on December 29, 1984, as further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law No. 102-385 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

Cable Service: The transmission to subscribers of video programming or other programming services, together with subscriber interaction, if any, which is required for

the selection of such video programming which Licensee may make available to subscribers generally.

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

Channel: A band of frequencies in the electromagnetic spectrum, or any other means of transmission (including without limitation, optical fibers or any other means now available or that may become available), which is capable of carrying a composite video signal.

CMR: Code Massachusetts Regulations.

Commission: The Massachusetts Community Antenna Television Commission.

Downstream Channel: A channel over which signals travel from the Cable System headend to an authorized recipient of programming.

Educational Access: Any specific channel on the Cable System which has been allocated for use by educational organizations and institutions in the Town of Andover, and the use thereof, to present non-commercial educational programming or information as determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

Effective Date: June 14, 1997.

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

Government Access: Any specific channel on the Cable System which has been allocated for use by the Town of Andover, the Issuing Authority or their designee(s), and

the use thereof, to present non-commercial programming or information and determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

Issuing Authority: The Board of Selectmen of the Town of Andover, Massachusetts.

Leased Channel: Any channel available for lease for programming by persons other than Licensee subject to and in accordance with 47 U.S.C. 532.

Licensee: MediaOne of Massachusetts, Inc., or any successor or transferee in accordance with the terms and conditions in this License.

Local Origination: Local programming produced by the Licensee and/or its staff.

Pay Cable or Premium Cable Services: Programming delivered for a fee or charge to subscribers on a per-channel basis or as a package of services, not including basic service and other regulated tiers.

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

Public Access: Any specific channel on the Cable System which has been allocated for use by individuals and/or organizations, and the use thereof, to present non-commercial programming in accordance with 47 U.S.C. 531 and the terms hereof.

Public, Educational and Government Access (“PEG Access”): The right or ability of any Andover residents or organizations, schools and governmental entities to use designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

Public Ways: The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements or any other easements or rights of way dedicated for compatible uses, and public grounds and/or waters and all other publicly owned real property within or belonging to the Town

now or hereafter existing. 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 without applicable legally required permits, 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.

Standard Service Package - A combination of cable service tiers, consisting of the Basic Broadcast tier and Cable Programming Service tiers, as those tiers are defined by the FCC, as provided by the Licensee as of the Effective Date and including any individual broadcast channels or cable networks added to these tiers as a result of the reconstruction of the Cable Communications System.

Town: The Town of Andover, Massachusetts.

Upstream Channel: A channel over which signals travel over the Cable System to the headend from remote points of origination.

ARTICLE 2
GRANT AND TERM OF LICENSE

Section 2.1 - GRANT OF LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Communications Policy Act of 1984 as further amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and subject to the terms and conditions set forth herein, the Board of Selectmen, as the Issuing Authority of the Town, hereby grants a non-exclusive cable television license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Communications System within the corporate limits of the Town of Andover.

Section 2.2 - RIGHTS AND PRIVILEGES OF LICENSEE

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 Communications System in, under, over, along, across or upon the Public Ways of the Town of Andover within its municipal boundaries and subsequent additions thereto for the purpose of cable television system reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services, I-Net services, cable modem services and other services customarily provided by a cable operator subject to and in accordance with all applicable laws. The Town reserves any rights it may have otherwise relative to services not within its franchising power including without limitation telecommunications services.

Section 2.3 - APPLICABLE LAW

This License is granted under, in compliance with and subject to Chapter 166A of the General Laws and all other general laws and acts of the Legislature, and in compliance and subject to all applicable federal law, including, but not limited to, all rules of the Federal Communications Commission ("FCC"), as amended, and in compliance with and subject to all other municipal, state and federal rules and regulations in force and effect during the period for which this License is granted. This License is subject to all rules and regulations of the Massachusetts Community Antenna Television Commission. Any reference herein to federal, state and municipal laws, by-laws and ordinances, whether statutory or regulatory, shall be deemed to encompass the present terms thereof as amended from time to time during the license term.

Section 2.4 - TERM OF RENEWAL LICENSE

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on June 14, 1997, following the expiration of the current license, and shall terminate at midnight on June 13, 2007.

Section 2.5 - TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

(a) To the extent required by G.L.c. 166A, Section 7, and the regulations of the Commission promulgated thereunder (207 CMR 4.00 et. seq.), this License or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person, company or other entity holding such License to any other person, company or other entity, without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such consent shall be given only after a public hearing upon a written

application and forms therefor as provided by the Commission and on FCC or other applicable forms. The application for transfer consent shall be signed by Licensee and by the proposed transferee or assignee.

(b) Any reasonable legal costs up to Three Thousand Five Hundred Dollars (\$3,500) incurred by the Issuing Authority in connection with the review of such application shall be reimbursed by the Licensee or transferee.

(c) Any transfer or assignment of license shall, by its terms, be expressly subject to the terms and conditions of this Renewal License and obligations, if any, arising from the award of this Renewal License. Any transferee or assignee of this Renewal License shall be subject to the terms and conditions contained in this Renewal License.

(d) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the license transfer application, including any forms required by state or federal law.

Section 2.6 - NON-EXCLUSIVITY OF LICENSE

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

(b) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) shall be on substantially equivalent terms and conditions as those

contained in this Renewal License or on terms when taken as a whole impose substantially equivalent burdens.

This paragraph shall be subject to specific performance.

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

(d) In the event that the Licensee reports to the Issuing Authority that it is at a competitive disadvantage with material economic injury as a result of a competing multichannel video programmer operating in the Town that is not required to be licensed by the Town, the Issuing Authority and the Licensee agree that Section 625 of the Cable Act will be applicable such that commercial impracticability proceedings will be available. Among other factors, the Issuing Authority will consider the nature and extent of any such competitive disadvantage and material economic injury in assessing a Section 625, commercial impracticability modification, request from the Licensee. The Issuing Authority and the Licensee agree that for the purpose of considering a commercial impracticability modification request the parties shall stipulate as follows: (1) competition by another multichannel video programmer(s) in the Town resulting in material economic injury to the Licensee was unforeseeable as of the execution date of this Renewal License; (2) that such competition is beyond the control of the Licensee; and (3) that the nonoccurrence of such competition and resulting in material economic injury was a basic assumption upon which the requirements of this Renewal License was based. The Licensee shall have the right to obtain modification of requirements of this Renewal License if the Licensee demonstrates and the Issuing Authority finds that (i) it is commercially impracticable for the Licensee to comply with such requirement without modification and (ii) the proposal by the Licensee for modification of such requirement is appropriate

because of commercial impracticability. Any final decision made by the Issuing Authority under this section shall be made in a public proceeding. Such decision shall be made within one hundred twenty (120) days after receipt of such request by the Issuing Authority, unless otherwise extended by agreement of the parties. The parties agree that the standard applied to the Licensee's request for modification is the same as provided under the "Commercial Impracticability" provisions of the UCC - recognizing, and accounting for, distinctions given the context in which it is applied under Section 625 and that regarding the sale of goods which is governed by the UCC.

Section 2.7 - POLICE AND REGULATORY POWERS

By executing this License, Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general ordinances and bylaws necessary to the safety and welfare of the public and of general applicability and not specific to this License or to cable operators only. Licensee shall comply with all applicable laws and ordinances enacted by the pursuant to any such powers.

Section 2.8 - REMOVAL OR ABANDONMENT

Upon termination of this License by passage of time, license revocation or otherwise, and unless Licensee renews its License for another term or Licensee transfers the Cable System to a transferee approved by the Issuing Authority, Licensee shall remove its supporting structures, poles, transmission and distribution systems and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition.

If such removal is not completed within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned. Notwithstanding this Section, to the extent federal law applies pursuant to Section 2.9 (Proceedings Upon Expiration or Revocation), the applicable provisions of federal law (47 U.S.C. 547) shall govern.

Section 2.9 - PROCEEDINGS UPON EXPIRATION OR REVOCATION

In the event that this License is revoked, and all appeals have been exhausted, or that it expires, and the Issuing Authority determines not to renew this License and all appeals have been exhausted, or the License otherwise terminates, the Issuing Authority and the Licensee shall implement the provisions of Section 627 of the Cable Act, 47 U.S.C. 547, by transferring the Cable System to the Town or a subsequent licensee in accordance with 47 U.S.C. 547.

ARTICLE 3

SYSTEM DESIGN, CONSTRUCTION AND OPERATION

Section 3.1 - AREA TO BE SERVED [SEE G.L.c. 166A §3(a)]

(a) The area to be served is the entire Town of Andover. Service shall be provided to every dwelling occupied by a person requesting Cable Service, provided that the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Federal Cable Communications Act of 1984.

(b) Provided Licensee has at least forty-five (45) days prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely notice of trenching and underground construction to the Licensee.

Section 3.2 - SUBSCRIBER NETWORK

(a) No later than December 31, 1997, the Licensee shall make available to all residents of the Town a minimum seven hundred fifty Megahertz (750 MHz) Cable Communications System, fed by means of a fiber-optic transportation cable network, fully capable of carrying at least seventy-eight (78) NTSC video channels in the downstream direction and four (4) NTSC video channels in the upstream direction. Said 750 MHz Cable System shall be designed for not less than 550 MHz, or its equivalent, of video transmissions, with 200 MHz reserved for future digital or analog two-way transmissions,

with the allocation of the analog and digital bandwidth within the 750 MHz may be subject to change at the discretion of the Licensee. The Cable System shall be constructed utilizing a hybrid fiber-coaxial cable architecture with fiber running to nodes within the Town.

(b) Timely completion of the upgrade to 750 MHz is subject to extension by reason of force majeure, and is contingent upon the receipt of timely approvals of permits, easements and all other prerequisites to construction by the Town, governmental agencies, public utilities, property owners and vendors and other authorities provided such permits are pursued diligently by the Licensee. The Town will give the Licensee its reasonable cooperation in securing all permits, access rights, sub-headend or microwave link sites and other prerequisites to construction of the rebuilt system.

(c) Until completion of the upgrade in accordance with subsection (a) above, the Licensee shall continue to operate its 400 MHz Cable System, currently capable of providing fifty-eight (58) downstream video channels.

(d) Pursuant to the terms of the Social Contract between Licensee and the FCC, the Licensee agrees not to file a cost of service filing to recoup the costs of this rebuild or treat the cost of this rebuild as an external cost pass through or basis for rate adjustment.

(e) The Licensee shall not remove any television antenna of any subscriber but shall offer a device to allow subscribers to choose between cable and non-cable television reception.

(f) During the term of this License, Licensee shall use best efforts to employ state of the art technology in the operation of the Cable Communications System taking into consideration the costs of doing so.

(g) The Cable System shall be technically capable of transmitting Town-specific access programming and commercial programming, provided however, Issuing Authority acknowledge it has no rights nor ability to mandate specific programming.

Section 3.3 - SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP

The Licensee shall make its service available to every residential (non-commercial) dwelling unit in the service area in the Town regardless of the type of dwelling, or its geographical location. Installation costs shall be nondiscriminatory except that an additional charge for time and materials may be made for customized installation within a subscriber's residence or except when Licensee is engaged in marketing promotions. Any dwelling unit within one hundred fifty feet (150 ft.) of the cable plant for an aerial drop, or one hundred fifty feet (150 ft.) for an underground drop, shall be entitled to a standard installation rate, however, Licensee may reasonably charge subscribers for nonstandard and customized installations. Subscribers may be charged for drops in excess of the standard footage for materials and labor, and upon request, subscribers shall be provided an itemized cost for the same prior to acceptance of the terms for such non-standard drop.

Section 3.4 - INSTITUTIONAL NETWORK ("I-NET")

(a) Within six (6) months from the Effective Date the Licensee shall construct a new, advanced Institutional Network ("I-Net") with a minimum capacity of 550 MHz and capable of transmitting 5-186 MHz (29 channels) in the upstream direction and 222-550 MHz (54 channels) in the downstream direction or the equivalent thereof. The advanced I-Net will be capable of transmitting composite video and high speed data from and among those buildings listed in Schedule 3.4 attached hereto. Said I-Net may be used for school building Internet access as well as point-to-point administration networking.

(b) If prior to construction, the Licensee determines that the I-Net's technical design described above does not meet the Town's requirement, or that another design is more appropriate, Licensee may, in its reasonable discretion following notice and consultation with Issuing Authority, alter the design of the I-Net provided that such

alterations do not fundamentally change or reduce the I-Net's capabilities and channel capacity.

(c) The Licensee shall provide one (1) I-Net drop, free of charge, to each of the municipal buildings identified in Schedule 3.4. The Licensee shall provide one (1) I-Net drop, free of charge, to any new municipal or school building which lies along its I-Net route within ninety (90) days of a written request by the Issuing Authority. Additional I-Net drops, if any, in excess of the above shall be installed by the Licensee subject to payment by the Town of the Licensee's actual costs for time and materials. The location of all I-Net drops shall be determined jointly by the Licensee and the Issuing Authority, or its designee. Licensee shall continue to maintain I-Net drops and outlets to municipal and school buildings and classrooms wired for the same prior to the Effective Date.

(d) Unless otherwise provided herein, the Town and its designated I-Net users shall be solely responsible for any and all user terminal interface equipment including but not limited to, modems, routers, bridges, modulators, demodulators and associated computer and video production equipment.

(e) The Licensee shall be responsible for any headend, I-Net hub site or other equipment necessary to make the I-Net function, including responsibility for the underlying I-Net or distribution cables, wires, amplifiers and switching equipment. Upon request, the Town agrees to provide the Licensee with appropriate space for the I-Net hub site. The Licensee and the Town agree to work jointly to ensure said space meets the criteria listed in Schedule 3.4(e) attached hereto. The Licensee shall also be responsible for equipment to enable the I-Net to interact with the Subscriber Network such that I-Net transmissions may be transmitted upstream to the headend via the I-Net channel and downstream on an Access Channel.

(f) The Licensee shall hold all rights and title in the physical property of advanced I-Net, but shall provide the Town the right to use the I-Net, free of charge, throughout the remaining term of this Renewal License subject to the following conditions:

- (1) The Town shall reserve up to seventy-five percent (75%) of the downstream capacity [minimum of forty-one (41) channels] of the I-Net and seventy-five percent (75%) of the upstream [minimum of twenty-two (22) channels] capacity of the I-Net for municipal use, but Licensee shall retain the coterminous right to use such reserved capacity for operation and maintenance of the I-Net and to comply with the terms of this Renewal License. The remaining capacity shall be reserved by the Licensee for its exclusive use, provided that the Licensee's use shall not interfere with the municipal use;**
- (2) The Town may not lease out any portion of the I-Net to any third party or allow the I-Net to be used by a third party for commercial purposes.**

(g) The Town shall have the right to use the I-Net, free of charge, for the transmission of data and composite video.

(h) The Licensee shall be responsible for maintenance of the I-Net in accordance with the following provisions:

- (1) Licensee shall maintain I-Net signal quality as prescribed by FCC Rules and Regulations, Part 76.**
- (2) Licensee shall reasonably determine and assign the transmit and receive frequencies for all I-Net users subject to reasonable consultation with the users.**
- (3) Licensee shall determine and design the correct signal strength levels necessary at each location.**

- (4) The Town may install its preferred equipment, provided, however, the data equipment to be used has been pre-approved by Licensee in advance of connection to the I-Net. Pre-purchase approval is recommended.**
- (5) The Town shall designate a certified, experienced data communications professional (ex., MIS/LAN manager, network engineer, consultant, etc.). This person shall be responsible and accountable to the Town for all setup and ongoing operations of LAN to LAN connectivity over the I-Net.**
- (6) Licensee's role in supporting free data transmission shall be limited to the minimum services outlined above. Licensee may charge the Town for all service calls not related to the radio frequency performance of the I-Net or not otherwise related to areas of Licensee's responsibility including adds, moves and system changes requested by the Town. Charges shall be billed on a time and materials basis.**
- (7) Any user who causes interference or renders the I-Net system ineffective shall be notified and disconnected by Licensee if after consultation with the Issuing Authority, or its designee, said user fails to take reasonable corrective action.**

(i) The Issuing Authority and the Licensee acknowledge that the current cost of constructing an I-Net is Fifteen Thousand Dollars (\$15,000) per mile. Licensee agrees that it will limit external costs assessed to the rate base to a maximum of Eleven Thousand Two Hundred Fifty Dollars (\$11, 250) [$\$15,000 - \$3,750$ (value of I-Net retained for Licensee's use)] multiplied by the total number of I-Net miles constructed. The Issuing Authority and the Licensee agree that the total number of I-Net miles contemplated to connect those municipal buildings identified in Schedule 3.4 is deemed to be 13.77 miles. If technically

feasible, additional sites may be added at seventy-five percent (75%) of the lowest cost then available to Licensee's municipal clients.

(j) Notwithstanding any other provision herein, upon construction of the advanced I-Net, the Town and the Licensee may contract for additional services, including Licensee's commercial Ethernet Service and maintenance package, at the prevailing market rate.

Section 3.5 - - SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) Licensee shall provide, free of charge, one (1) drop, outlet and the Standard Service Package, including the level of service which includes *Cable in the Classroom* programming as long as Licensee receives *Cable in the Classroom* programming under agreements or pursuant to terms similar to those which are currently in place, excluding premium channels, to public buildings along its cable routes upon written request of the Issuing Authority.

(b) Any locations in the Andover public schools which have been wired for residential cable service shall continue to receive an activated outlet of standard service in accordance with subsection (a) above.

(c) All future newly constructed classrooms shall be wired for the Standard Service Package.

(d) All future municipal buildings along the cable routes shall receive, free of charge, one (1) drop, outlet and the Standard Service Package.

(e) If necessary to receive the Standard Service Package, Licensee will provide a converter to any classroom or municipal building entitled to service under this Section at no charge to the Town.

Section 3.6 - STANDBY POWER

The Licensee shall maintain a minimum of three (3) hours standby power at the headend facility and any sub-headend facilities servicing the Town. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate generators, and shall become activated automatically upon the failure of normal power supply. Upon written request, Licensee shall furnish evidence to the Issuing Authority on an annual basis that such standby power has been tested annually and is in good repair.

Section 3.7 - TREE TRIMMING

In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the Cable System, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on Town property shall occur except upon a permit in writing from the Town Tree Warden or other person designated by the Department of Public Works provided that such written permit is a requirement of general applicability and not specific to Licensee or cable television operators. Licensee shall make its best effort to secure the permission of the property owner prior to reasonable tree trimming.

Section 3.8 - UNDERGROUND WIRING OF UTILITIES

In areas of the Town having both telephone lines and electric utility lines underground, whether required by ordinance or not, all of Licensee's cable and wires shall be underground. Licensee shall maintain membership and participate in the Massachusetts "DIG-SAFE" program.

Section 3.9 - PEDESTALS AND VAULTS

In any cases in which vaults housing passive devices are to be utilized, in the Town Public Ways or within the Town public layout, such equipment must be flush at ground level or completely buried (in accordance with applicable Public Works Department regulations); provided, however, that Licensee may place active device (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box, at Town approved locations to be determined when Licensee applies for an underground permit, which shall not be unreasonably denied and subject to other requirements of general applicability.

Section 3.10 - PRIVATE PROPERTY

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

Section 3.11 - RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any private way, Public Way or public place, it shall be replaced and the surface restored in as good condition as before entry as soon as possible, subject to approval of the Town 's Department of Public Works or their designee provided that such approval is a requirement of general applicability and not specific to Licensee or cable television operators. If the Licensee fails to make such restoration within a reasonable time, the Town may fix a reasonable time and notify the Licensee in writing of the restoration required and the time fixed for performance. Upon failure of the Licensee to comply within the time specified, the Town may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Licensee upon demand by the Town.

Section 3.12 - COOPERATION WITH BUILDING MOVERS

The Licensee shall, upon thirty (30) days request of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the moving of any building or other structure. The expense of such raising or lowering shall be in accordance with applicable law.

Section 3.13 - RELOCATION OF FACILITIES

The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the Town for good reason such as traffic, public safety, street construction, installation of sewers, drains, water pipes, power or signal lines or setting of new or replacement utility poles. In this respect, the Licensee shall be treated the same as other affected utilities.

Section 3.14 - RELOCATION OF FIRE ALARMS

The Licensee shall reimburse the Town at cost for any reasonable expense including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for Licensee's cable. The Town shall cooperate in this relocation so as to minimize delay in Licensee's construction schedule.

Section 3.15 - SERVICE INTERRUPTION; REBATES

Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System and, if practical, Licensee shall do so only during periods of minimum use, and only after a minimum of twenty-four (24) hours notice to affected subscribers. Licensee shall notify subscribers if, at any time, they are eligible for a rebate under applicable law.

Section 3.16 - CONSTRUCTION AND MAINTENANCE STANDARDS

(a) The Licensee shall construct and operate a Cable Communications System and render service to subscribers consistent with all applicable regulations during the term of this License. The construction, maintenance and operation of the Cable System for which this License is granted shall be in conformance with the applicable provisions of the National Electrical Code (Article 820), the National Electrical Safety Code, the National Television Standards Code and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Community Antenna Television Commission and the FCC. Copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted simultaneously to the Town.

(b) All structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and Public Ways and places of the Town , wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.

Section 3.17 - RIGHT OF INSPECTION

(a) In the event the Issuing Authority reasonably suspects non-compliance with Cable System construction and maintenance terms of this License, the Issuing Authority or

its designee(s) shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this License and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this License and all other applicable law. Any such inspection shall be conducted at reasonable times upon reasonable notice to Licensee except that inspection of cable wires in plain view on a Public Way shall not require any such notice. Licensee shall have the right to be present at any such inspection. Any such inspection shall not interfere with the Licensee's operations.

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

Section 3.18 - EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Communications System, the Town shall have the right to do so at the sole cost and expense of Licensee. Licensee shall be eligible, where applicable, for reimbursement under any applicable government program providing for reimbursement.

Section 3.19 - EMERGENCY AUDIO ALERT

(a) Within ninety (90) days from the completion of the rebuild, the Licensee shall provide an emergency audio override alert system which system shall be in accordance with applicable FCC emergency alert rules. The Issuing Authority will designate two (2) individuals responsible for accessing said emergency system and shall designate two (2)

successor individuals who may access the emergency system in the event of the absence or unavailability of the foregoing individuals. The designated individual(s) may gain access to the system by using a touch-tone telephone to override channels on the Cable System with the emergency telephone message. The audio alert shall be effective over the maximum number of channels that can be overridden through equipment available to the cable industry for such purposes and shall provide an audio signal over blank screen in its method of emergency communication. The emergency audio override shall be activated and in use upon completion of the rebuild, however, if the FCC earlier promulgates rules on emergency overrides, said service will be in accordance with the FCC rules. The Town shall hold the Licensee harmless in connection with the Town's negligent use of said emergency audio override. Licensee shall test the emergency override annually and shall report on same to the Issuing Authority.

(b) Licensee shall provide A/B switches, upon Issuing Authority's written request, for not more than ten (10) municipal outlets, to facilitate switching from cable to broadcast transmission during a loss of service.

(c) The Licensee shall not be required to provide a locally accessed emergency alert override if such override capabilities would technically conflict with equipment available to comply with the FCC Emergency Alert System regulations and there is no compatible equipment in the marketplace that can be installed (to comply with FCC regulations) at substantially equivalent cost.

ARTICLE 4
RATES AND PROGRAMMING

Section 4.1 - INITIAL RATES

(a) The initial rates for all programming, installation and equipment which are in effect on the Effective Date of this License are listed in Schedule 4.1 attached hereto. These rates are provided for informational purposes only and are subject to change at Licensee's sole discretion pursuant to applicable law.

(b) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection Act, certain costs of PEG Access and other franchise costs, including senior discount, may be passed through to subscribers in accordance with federal law.

Section 4.2 - RATE RE-REGULATION

The Issuing Authority reserves the right to regulate rates for cable service to the extent such regulation is allowed at this time, or hereafter, under the applicable federal and state law.

Section 4.3 - PROGRAMMING CATEGORIES

Licensee has offered and shall provide the following cable services:

- (1) the broad categories of broadcast stations, satellite services and other cable services set forth in Schedule 4.3 attached hereto;
- (2) all PEG Access channels required by Section 5.1 (Community and PEG Access Programming) of this License.

Section 4.4 - PROGRAMMING TIERS

(a) The initial programming and services offered by Licensee are listed in Schedule 4.4, attached hereto. This schedule of programming tiers is provided for informational purposes only and is subject to change at Licensee's sole discretion pursuant to applicable law.

(b) Nothing in this section shall preclude any right of the Issuing Authority to participate in the formulation of a basic cable programming service for the Town, should such right be granted to the Town under applicable federal or state law in the future.

Section 4.5 - LEASED ACCESS

Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii) (B), Licensee will make available channel capacity for commercial use by persons unaffiliated with Licensee.

Section 4.6 - STEREO TV TRANSMISSIONS

Provided that Licensee's headend is capable of receiving more of a television broadcaster's programming day in stereo, Licensee shall transmit this broadcast programming in stereo to its subscribers.

Section 4.7 - CHANNEL LINEUP

Licensee shall notify the Issuing Authority and the subscribers, in advance, each time its channel lineup changes including all channel reassignments, additions or deletions, insofar as it is within the Licensee's reasonable ability to provide such notice. If notice cannot be given in advance, then it shall be given within fourteen (14) days of such

changes. In the event the channel lineup is changed during the term of the License, Licensee shall provide each subscriber with an updated channel lineup.

Section 4.8 - REMOTE CONTROLS

Licensee shall allow subscribers to purchase, from parties other than the Licensee, and to utilize remote control devices which are deemed compatible with the converter installed by Licensee. Licensee may require a separate reasonable charge for use of the remote control capacity of its converter.

Section 4.9 - SENIOR CITIZEN DISCOUNT

Within six (6) months of the Effective Date of this Renewal License, Licensee shall offer a ten percent (10%) discount on the basic broadcast level or component of service to all head of household, age sixty-five (65) or older who are also Medicaid eligible at their permanent residence. In order to qualify for such discount affected seniors must present evidence of such eligibility to Licensee. Notwithstanding the forgoing provision, any individual person receiving a senior citizen discount on his/her Cable Service prior to the Effective Date of this Renewal License will continue to receive the same level of discount.

ARTICLE 5
COMMUNITY PROGRAMMING AND
ACCESS COMMITMENTS AND POLICIES

Section 5.1 - COMMUNITY AND PEG ACCESS PROGRAMMING

(a) Upon completion of the upgrade of the Cable Communications System the Licensee shall provide three (3) community programming channels for non-commercial use by residents of the Town, the educational authorities and local government officials, consisting of one (1) channel for Educational Access, one (1) channel for combined Public Access and Local Origination and one (1) channel for Government Access.

(b) The Licensee shall not charge residents of the Town, educational authorities or local government for non-commercial use of the community programming channel(s).

(c) Rules shall be established by the Licensee and Issuing Authority jointly regarding community programming, priority of use of the community programming channel(s), the prohibition of lottery information and obscene or indecent matter (modeled after prohibitions found in other FCC rules and regulations), and permitting public inspection of a complete record of names and addressees of all persons or groups requesting time on the community programming channel(s).

(d) The Licensee may only move or otherwise relocate the channel position of the PEG Access channel(s) with thirty (30) days advance written notice to the Issuing Authority.

Section 5.2 - COMMUNITY PROGRAMMING STUDIO AND EQUIPMENT

(a) Licensee shall maintain a community programming studio for PEG Access and Local Origination programming and shall maintain the studio and portable production equipment therein and adequately staff the studio in the Andover High School as necessary

to produce and transmit locally produced community programs on the Cable Communications System including any new equipment and the equipment in use at the expiration of the prior license. Two (2) full-time staff persons shall be employed for this purpose by Licensee. The studio shall be open and staffed an average of forty (40) hours per week during the school year and an average of twenty (20) hours per week when school is not in session, including evening hours until 9:00 PM and Saturday hours based on need.

(b) If at any time during the term of this Renewal License, the Licensee established a regional studio facility, the Town may choose to use this facility instead of requiring the Licensee to staff and maintain the Andover High School studio. In order for Andover residents and organizations to use the regional studio facility, the Issuing Authority must provide the Licensee written notice of Town's intent to utilize the same. The Licensee's obligations to staff and maintain the Andover High School studio and maintain the equipment therein shall cease to exist thirty (30) days after receipt of said notice by the Issuing Authority. At such time title to all equipment at the Andover High School studio shall vest in the Town. However, in accordance with Section 5.11 (Funding for Community Programming) herein, any new equipment provided under this Renewal License shall vest immediately in the Town.

Section 5.3 - PROGRAMMING AND COVERAGE

Licensee shall produce and cablecast community programs which shall include coverage of Selectmen, School Committee and other municipal meetings as approved by the Cable Advisory Committee and, shall produce and cablecast a reasonable number of other events, public affairs and issues relevant to Andover subscribers. Licensee shall collaborate with volunteers, local business, community organizations, human service producers and residents to produce such programming. In order to promote community participation,

Licensee shall reserve Five Thousand Dollars (\$5,000) annually in order to pay stipends to volunteers assisting with the cablecasting of Selectmen, School Committee and other municipal meetings. Commencing in year six (6) of this Renewal License this fund shall increase to Seven Thousand Dollars (\$7,000) annually.

Section 5.4 - SCHEDULING

Use of the facilities and channels shall be on a first come first service non-discriminatory basis subject to non-discriminatory scheduling practices customary for a television channel in connection with regular scheduling of established shows. In the event of conflicting demands for use of a particular facility or use of equipment, school use shall take priority from 8:00 AM until 3:00 PM and public uses shall have priority during operating hours after 3:00 PM, in compliance with operating rules to be adopted cooperatively by the Issuing Authority and the Licensee.

Section 5.5 - ACCESS CHANNEL(S) MAINTENANCE

Licensee shall monitor the PEG Access channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels, provided, however, that the Issuing Authority acknowledges that the Licensee is not responsible for the technical production quality of actual programming.

Section 5.6 - GOVERNMENT ACCESS CHANNEL

The Licensee shall designate one (1) channel on its Subscriber Network for Government Access. The Government Access channel may be used by municipal departments and agencies to inform subscribers about Town government and services. It shall not be used for political advertising or campaign programming. The use of the government channel shall be coordinated and managed by the Issuing Authority, which can make the channel available to state, federal and regional government departments as well and shall be capable of carrying character generator transmissions provided however,

the Town shall be responsible for purchasing said character generator with the funds provided pursuant to Article 5 herein.

Section 5.7 - MOBILE VAN

The Town may continue to use the mobile production van currently utilized for so long as the van remains usable for said purposes. If said mobile van becomes no longer available and provided the Licensee maintains a regional production or transport van, the Town may use said van a maximum of six (6) times annually for special events provided the Issuing Authority requests said van at least ten (10) days prior to the scheduled event and further that van has not been reserved by another community in advance.

Section 5.8 - PROGRAMMING CONTENT

Access producer(s) may be required to sign user forms assuming individual responsibility for the content of their programming and acknowledging that neither the Town, nor its agents, nor the Licensee, nor its agents, shall be responsible for any program based liability of such individual producer.

Section 5.9 - COMMERCIAL ACCESS

The Licensee shall make channel capacity available as required by federal law for commercial access cablecasting to any person, group, organization, or entity upon reaching an appropriate agreement. Rates for use of commercial access channels shall be negotiated between the Licensee and the commercial user in accordance with federal law.

Section 5.10 - UNDERWRITING

Individual access producers may, in accordance with standards applicable to non-commercial public television stations, solicit and include notices of underwriting support.

Section 5.11 - FUNDING FOR COMMUNITY PROGRAMMING

The Licensee shall provide the town with Two Hundred Thirty Thousand Dollars (\$230,000) in goods, services and monies described below:

(a) Within sixty (60) days from the Town making a written request, the Licensee agrees to provide the Town with the equipment listed in Schedule 5.11 attached hereto, or such other comparably priced equipment requested by the Town. Said equipment shall be the property of the Town. Town must request said equipment prior to December 31, 1997. If said equipment is not requested by that time, Licensee agrees to pay the Town the dollar value for any equipment not purchased by said date for the restricted purpose of community access.

(b) The Licensee shall reserve the sum of Seventy-five Thousand Dollars (\$75,000) for design and re-construction of the Andover High School studio. The Licensee shall be responsible for the design and construction utilizing said monies. The Licensee shall cooperate with the Issuing Authority in design and construction. In no event shall Licensee be required to spend any amount in excess of Seventy-five Thousand Dollars (\$75,000). Any excess costs are the sole responsibility of the Town. Likewise, any unexpended portion of said Seventy-five Thousand Dollars (\$75,000) shall be paid to the Town as it so directs for the restricted purpose of community access.

(c) On or about December 31, 1997, Licensee shall pay the difference between Two Hundred Thirty Thousand Dollars (\$230,000) less the amounts expended under subsections (a) and (b) herein payable to a grant account restricted to community programming purposes.

Section 5.12 - ADDITIONAL COMMUNITY PROGRAMMING FUNDING

On or about March 15, 2002, the Licensee agrees to pay an additional Fifty Thousand Dollars (\$50,000) for the restricted purpose of community access.

ARTICLE 6
INTERNET ACCESS

Section 6.1 - INTERNET ACCESS

In accordance with the Social Contract entered into by Licensee and the FCC, the Licensee will within one (1) year after offering on-line service for personal computers commercially available in the Town, and upon the request from the Andover School Department, provide each school in the Town with one (1) free connection to such on-line service. At a minimum, such on-line service will provide access to the Internet. Each connected school will receive one (1) free cable modem and free, unlimited access to the on-line service. Said modems and on-line service shall continue to be provided to the Town until March 1, 2002. The Licensee agrees to maintain one (1) free single-use connection and unlimited access to such on-line service to the main branch of the Andover Memorial Library. Said Library facilities shall be used for the general benefit of the public. Licensee agrees that the Town may take credit for single user modem and upgrade at Town's cost to a multi-user modem.

ARTICLE 7

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 7.1 - CUSTOMER SERVICE

The Licensee shall maintain a publicly listed, toll free, customer service number for the general purpose of servicing customer needs including receiving and resolving complaints, including without limitation, those regarding service, equipment malfunctions or billing and collection disputes. The Licensee further agrees to locate at a convenient location within the Town an office managed either by the Licensee or a competent third party which shall serve customer needs, including at a minimum bill payment. Said office shall be open for walk-in business during normal business hours, including at least one (1) weeknight or weekend morning, which may be changed from time to time to reflect the needs of the community.

Section 7.2 - TELEPHONE ACCESS

(a) Licensee shall have available trained customer service personnel to receive and log service calls and complaints from 9:00 AM to 5:00 PM Monday through Friday. Licensee shall comply with the FCC standards regarding response to customer phone calls.

(b) Licensee shall provide a “live” telephone answering service during other times (5:00 PM to 9:00 AM) which shall be informed how to respond in case of emergencies requiring standby technicians. Such answering service shall be also instructed to call upon Licensee's standby personnel when it is evident that the complaints received are indicative of a problem affecting three (3) or more subscribers.

Section 7.3 - INSTALLATIONS, OUTAGES AND SERVICE CALLS

Licensee agrees to be bound by the customer services obligations adopted by the FCC in 47 C.F.R. § 76.309(c), as they may hereafter be amended, a copy of which is attached as Schedule 7.3.

Section 7.4 - INSTALLATION

(a) Licensee shall make a good faith effort to respond to all requests for aerial installation within seven (7) days of such request, or at such other time as is mutually agreed upon by Licensee and said subscriber. Underground installation shall be completed as expeditiously as is practicable. If arranging appointments for installation, Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible, and will make reasonable efforts to install at times convenient to subscribers (including times other than 9:00 AM to 5:00 PM weekdays).

(b) Licensee shall be responsible for picking up and changing converters at subscriber's request at no additional charge where such converter changeout is initiated by Licensee to provide additional channels that have become available as a result of Licensee's expansion of channel capacity. In order to improve service, Licensee reserves the right to offer subscribers the option of bringing converters in to a Licensee office for drop-off or exchange themselves.

Section 7.5 - MINIMUM SUBSCRIBER INFORMATION

Licensee will provide all prospective subscribers with complete, clear and concise written information before consummation of any agreement for initial installation of cable service. Such sales materials shall clearly disclose the price and other information concerning Licensee's lowest cost basic service. Such information shall include but not be limited to the following:

(a) All service and rates, deposits if applicable, installation costs, additional television set charges, service upgrade or downgrade charges, and relocation of cable outlet charges.

(b) Written information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service.

(c) Written information concerning the utilization of video cassette recorders (VCRs) with cable services(s), including the cost for hooking up VCRs so that they function as manufactured, and any other associated VCR costs or charges.

(d) Written information concerning the availability of special equipment such as VCR kits, A/B switches, and lockboxes and all other equipment notifications contained in 207 CMR 10.00 et. seq. (See Schedule 7.5 attached hereto.)

(e) Written information concerning privacy policies, pursuant to state and federal law.

(f) Written information concerning steps to take in the event of loss of service.

Section 7.6 - PARENTAL CONTROL

(a) Upon request, and at no separate, additional charge, the Licensee shall provide subscribers with the capability to control the reception of any channel on the Cable Communications System.

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

Section 7.7 - BILLING AND TERMINATION PROCEDURES

Licensee will comply with the regulations of the Commission, 207 CMR 10.00 et. seq., as those regulations may be amended from time to time, and will inform all prospective subscribers of complete information about rates and charges for different levels

of services and service calls, billing and collection procedures, procedures for ordering changes in or termination of services, and refund policies, before consummation of any agreement for installation of service. (See Schedule 7.5 attached hereto.)

Section 7.8 - VOLUNTARY DISCONNECTION OF SERVICE

Subscribers who request full disconnection of cable service shall not be responsible for further charges for such service upon actual termination of service or after seven (7) days notice to Licensee, whichever occurs first. Licensee shall make a good faith effort to disconnect service as soon as possible after requested to do so by a subscriber. A subscriber who requests full disconnection of cable service shall make a good faith effort to return all of his or her customer premises equipment to Licensee's local business location or any other reasonable location Licensee may designate.

Section 7.9 - BILLING DISPUTES

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

Section 7.10 - PROTECTION OF SUBSCRIBER PRIVACY

(a) Licensee shall respect the rights of privacy of every subscriber and/or user of the Cable Communications System and shall not violate such rights through the use of any device or signal associated with the Cable System, and as hereafter provided.

(b) Licensee shall comply with all privacy provisions contained in this Section and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984 and Title 18 United States Code Section 2520.

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

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

Section 7.11 - PRIVACY WRITTEN NOTICE

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

Section 7.12 - DISTRIBUTION OF SUBSCRIBER INFORMATION

Licensee and its agents or employees shall not, without giving subscribers an opportunity to prevent disclosure, disclose to any third party a subscriber's name or address. Said opportunity to prevent disclosure shall be provided to each subscriber annually through a written notice. A subscriber shall have the right, at any time, to request Licensee not to disclose to any third party data identifying the subscriber either by name or address and Licensee shall abide by this request. Any such disclosure shall be in accordance with 47 U.S.C. 631.

Section 7.13 - POLLING BY CABLE

No poll or other upstream response of a subscriber or user shall be conducted or obtained unless the program of which the upstream response is a part shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, unless the program has an informational, educational function which is self evident. Licensee or its agents shall release the results of upstream response only in the aggregate and without individual references.

**Section 7.14 - INFORMATION WITH RESPECT TO VIEWING HABITS AND
SUBSCRIPTION DECISIONS**

Licensee or its agents or its employees shall not make available to any third party, including the Town , information concerning the viewing habits or subscription package decisions of any individual subscriber except as required by law.

Section 7.15 - SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

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

(b) A subscriber may obtain from Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by Licensee. 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 Licensee's General Manager.

Section 7.16 - MONITORING

Neither Licensee or its agents nor the Town or its agents shall tap or monitor, arrange for the tapping or monitoring, or permit any other person to tap or monitor, any cable, line, signal, input device, or subscriber outlet or receiver for any purpose, without the prior written authorization of the affected subscriber or commercial use; provided, however, that Licensee may conduct system wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-

path transmission, or billing for pay cable services or pay-per-view. Licensee shall report to the affected parties and all appropriate authorities any instances of monitoring or tapping of the Cable Communications System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Licensee. Licensee shall not record or retain any information transmitted between a subscriber or commercial use and any third party, except as required for lawful business purposes Licensee shall destroy all subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected subscriber.

Section 7.17 - EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employees, including repair and sales personnel, entering private property must have visible employee photo-identification card.

Section 7.18 - TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS

Licensee will employ enough service technicians and customer service representatives to meet its obligations under this License.

Section 7.19 - NON-DISCRIMINATION

Licensee shall not discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of federal and state regulations concerning non-discrimination.

Section 7.20 - MUNICIPAL ACCESS TO LICENSEE'S SURVEY MATERIALS

In the event the Licensee surveys the Andover subscriber population to test for response to particular programming preferences, or for other reasons, it shall, upon request of the Issuing Authority share the results of its programming surveys so long as the Licensee does not consider the questions and/or the results proprietary.

ARTICLE 8

LICENSE ADMINISTRATION

Section 8.1 - REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Communications System. The Issuing Authority shall monitor and enforce Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify Licensee in writing of any instance of non-compliance and may direct that such non-compliance be corrected within thirty (30) days to the reasonable satisfaction of the Issuing Authority, unless a longer period is specified herein, or is mutually agreed upon by the Issuing Authority and Licensee.

Section 8.2 - INDEMNIFICATION

(a) The Licensee shall indemnify and hold the Town and its agents, harmless at all times during the term of this License from any and all claims alleged to be caused by Licensee's construction, installation, operation, or maintenance of any structure, equipment, wire or cable to be installed pursuant to the License or exercise of any of its rights under this License. Upon receipt of notice in writing from the Town, the Licensee shall at its own expense defend any such actions or proceedings. Indemnified expenses shall include without limitation, all out-of-pocket expenses, such as attorney's fees.

(b) In order for the Town to assert its rights to be indemnified, defended, or held harmless, the Town must:

- (1) promptly notify Licensee of any claim or legal proceeding which gives rise to such right;

- (2) the Town shall afford the Licensee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of such claim or proceeding, unless, however, the Town, in its sole discretion, determines that its interests cannot be represented in good faith by the Licensee and further acceptance of any non-monetary settlement or term involving injunctive relief or orders affecting the Town shall be subject to Town's consent; and
- (3) the Town shall fully cooperate with the reasonable requests of the Licensee in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (2) above.

Section 8.3 - INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to G.L.c. 166A, Section 5(f) with the Town as a named insured with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority indemnifying the Town and the Licensee from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System or cable-related activity. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in

umbrella form. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Licensee shall provide Issuing Authority with certificate(s) of insurance for all policies required herein on an annual basis.

Section 8.4 - PERFORMANCE BOND

(a) The Licensee shall maintain at its own expense throughout the term of this License a faithful performance bond running to the Town , with at least one good and sufficient surety licensed to do business in the Commonwealth of Massachusetts and reasonable approval by the Town in the sum of One Hundred Thousand Dollars (\$100,000). When the Cable System upgrade is complete, the amount of the bond shall be reduced to the sum of Twenty-five Thousand Dollars (\$25,000). Said bond shall be conditioned that the Licensee shall well and truly observe, fulfill and perform each material term and condition of this License and that in case of any failure to comply with any term and/or condition contained herein, the amount thereof shall be recoverable from said

performance bond by the Town for all amounts resulting from the failure of Licensee to comply with any provision in this License.

(b) The performance bond shall be effective throughout the term of this License including the time for removal of facilities provided for herein, and shall be conditioned that in the event that Licensee shall fail to comply with any one or more provisions of this License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation or removal of the Cable Communications System, the Town shall recover from the surety of such bond all damages up to the limits insured by such bond, suffered by the Town as a result thereof, within thirty (30) days after a written request for same. Said condition shall be a continuing obligation of this License, and thereafter until Licensee has liquidated all of its obligations to the Town that may have arisen from the grant of this License or from the exercise of any privilege therein granted. Neither this Section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of Licensee under this License.

Section 8.5 - SERVICE INTERRUPTIONS

In the event that the Licensee's service to any subscriber is interrupted for twenty-four (24) or more consecutive hours, it will grant such subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or apply such credit to any outstanding balance then currently due. In the instance of an individual subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the subscriber.

Section 8.6 - PERFORMANCE EVALUATION SESSIONS

The Issuing Authority shall at its discretion but not more than once a year, hold a performance evaluation session on or about the anniversary of the Effective Date of this License.

All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to, among other things, review Licensee's compliance to the terms and conditions of this License, and hear comments, suggestions or complaints from the public.

The Issuing Authority shall provide the Licensee with thirty (30) days, advance written notice of such performance evaluation session. The Issuing Authority shall have the right to question Licensee on any aspect concerning the construction, installation, operation or maintenance of the Cable Communications System. During review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials as are reasonably requested by the Town and which are not considered proprietary by Licensee. Licensee shall notify its subscribers of all performance evaluation sessions by announcements on the Local Origination channel of its Cable System in the evening hours for at least five (5) consecutive days preceding each such session, provided that Licensee shall not be required to preempt its regularly scheduled access or Local Origination programming to air these announcements.

Section 8.7 - NON-PERFORMANCE BY THE LICENSEE

(a) The payment of damages for violations under this License shall not be deemed to excuse the violation.

(b) Failure of the Town to enforce the performance of any term of this License shall not be deemed a waiver of its right to insist upon the subsequent performance of that term.

Section 8.8 - LICENSE FEE ENTITLEMENT

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

(b) Should Massachusetts law be changed to permit the Town and/or the Commonwealth to collect a greater license fee than provided above the Issuing Authority may collect an additional license fee after forty-five (45) days notice to Licensee of its intent to do so; provided that Licensee shall not be liable for a total financial commitment pursuant to this License and applicable law including but not limited to state and federal license fees and franchise fees, and PEG Access operating expenses in excess of five percent (5%) of the Licensee's gross annual revenue.

Section 8.9 - NOTICE OF COMPLAINT PROCEDURE

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

Section 8.10 - SUBSCRIBER AND USER COMPLAINTS

Licensee shall keep all written as well as a record of verbal complaints it receives on file in its local business office in accordance with applicable state regulations. Should state regulatory requirements for maintenance of complaint records be eliminated, then the Issuing Authority shall have the right to request Licensee to reasonably maintain records of written and verbal complaints which it receives. The Issuing Authority or its designee shall have the right to examine, review and copy said complaints at its own expense during Licensee's business hours upon reasonable notice.

Section 8.11 - SUBSCRIBER COMPLAINT REPORT

To the extent required by G.L.c. 166A, Section 10, and 207 CMR 7.03, Licensee shall notify the Issuing Authority, on forms prescribed by the Commission, of complaints of subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments. Licensee shall provide monthly reports of the same information upon the request of the Issuing Authority. Should the Commission eliminate complaint reporting procedures, Licensee shall, in conjunction with the Issuing Authority, develop an acceptable form of complaint reporting.

Section 8.12 - INDIVIDUAL COMPLAINT REPORTS

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

Section 8.13 - INITIAL PERFORMANCE TESTS

Initial proof of performance testing shall occur within sixty (60) days after the completion of the system upgrade. Said testing shall include performance testing of the Subscriber Network and the Institutional Network.. Should performance in either case prove defective, the defect shall be appropriately corrected and another proof of performance test shall be scheduled in a timely period. Upon written request, Licensee shall make available a copy of the tests for the Cable Advisory Committee. The costs of such tests shall be borne solely by Licensee.

Section 8.14 - QUALITY OF SERVICE

Where there exists credible evidence which, in the reasonable judgment of the Issuing Authority casts doubt upon the reliability or technical quality of cable service(s), after notice to Licensee and an opportunity to cure, the Issuing Authority shall have the right and authority to require Licensee to test, analyze and report on the performance of the Cable System. Licensee shall fully cooperate with the Issuing Authority in performing such testing.

The Issuing Authority may require said tests/inspections be supervised by a mutually agreed upon professional cable television engineer, at terms satisfactory to both the Town and Licensee, who is not an employee or agent of the Licensee of the Town. Licensee shall pay for the costs of said engineer only if the tests performed show that Licensee is not in compliance with the standards set forth in Section 3.16 (Construction and Maintenance Standards) herein.

Section 8.15 - SERVICE INTERRUPTION REPORT

Licensee shall submit, on a form prescribed by the Commission, a list of all significant service interruptions. Said report shall be submitted along with the Subscriber Complaint Report required in Section 8.10 (Subscriber and User Complaints) herein.

Section 8.16 - FINANCIAL REPORTS

Pursuant to G.L.c. 166A, Section 8, the Licensee shall file annually with the Commission, on forms prescribed by the Commission, a statement of its revenues and expenses for official use only. In addition, Licensee shall file annually with the Commission and the Issuing Authority on forms prescribed by the Commission, a financial balance sheet and statement of ownership which shall be open to public inspection. Such statements and balance sheets shall be sworn to by the person preparing same and by the Owner or Treasurer of the Licensee. In the event the Commission no longer requires or provides forms for such reporting, the Licensee shall annually provide the financial information requested in a format reasonably approved the Issuing Authority.

Section 8.17 - NUMBER OF SUBSCRIBERS

Licensee shall file annually with the Issuing Authority a report containing the number of subscribers. Said report shall be filed with the Financial Reports required pursuant to Section 8.16 (Financial Reports) herein.

Section 8.18 - LINE EXTENSION REPORT

The Issuing Authority may require Licensee to submit a report detailing the areas in the Town in which the Cable System has been extended during said reporting period, the dates of said extensions and the number of households capable of receiving cable service(s).

Section 8.19- NON-EXCLUSIVITY OF REMEDY

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

Section 8.20 - REVOCATION OF RENEWAL LICENSE

This License may be revoked by the Issuing Authority, to the extent permitted by law. Any such revocations of this License shall be ordered after a public hearing by the Issuing Authority subject to the appeals provisions of G.L.c. 166A, Section 4, or any other rights available to the Licensee.

ARTICLE 9
GENERAL PROVISIONS

Section 9.1 - LICENSE AS CONTRACT UNDER SEAL

Upon its execution by the Issuing Authority and Licensee this License shall be deemed to constitute a contract under seal by and between Licensee, on the one hand, and the Town of Andover, on the other hand.

Section 9.2 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by instrument in writing executed by the parties. However, the Licensee shall execute a School Use Agreement with the Andover School Committee substantially the same as the one included in Schedule 9.2 attached hereto and incorporated herein.

Section 9.3 - CAPTIONS

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

Section 9.4 - SEVERABILITY

If any section, sentence, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any

state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision thereof, all of which shall remain in full force and effect for the term of this License.

Section 9.5 - 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 License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the disabled party.

Section 9.6 - NOTICES

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Board of Selectmen, Town of Andover, 36 Bartlet Street, Andover, MA 01810 or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: Director of Government Affairs, MediaOne, 6 Campanelli Drive, Andover, MA 01810-1095 with a copy to Attn: Corporate Counsel, MediaOne, 6 Campanelli Drive, Andover, MA 01810-1095, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing or receipt.

Section 9.7 - REMOVAL OF ANTENNAS

Licensee shall not remove any television antenna of any subscriber but shall, offer to said subscriber and maintain an adequate switching device to allow said subscriber to choose between cable and non-cable television reception.

Section 9.8 - SUBSCRIBER TELEVISION SETS

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

Section 9.9 - COST OF PUBLICATION

Licensee shall, upon request of the Issuing Authority within thirty (30) days of the execution of this License, print and distribute, a maximum of twenty-five (25) copies of the License.

Section 9.10 - JURISDICTION

Exclusive jurisdiction and venue over and dispute or judgment rendered pursuant to any Article herein shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, or upon appeal, other competent court or agency, 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 arising in connection with the entry of such judgment.

WITNESS OUR HANDS AND OFFICIAL SEALS, THIS _____ DAY OF _____, 19____.

Approved as to form:

TOWN OF ANDOVER

By:

William August, Esq.
for the Town of Andover

Selectman

Selectman

Selectman

Selectman

Selectman

**This License is hereby Accepted by:
MEDIAONE OF MASSACHUSETTS, INC.**

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

TABLE OF SCHEDULES

Schedule 3.4	I-Net Locations
Schedule 3.4(e)	I-Net Hub Physical Space & Electrical Requirements
Schedule 4.1	Initial Rates
Schedule 4.3	Programming Categories
Schedule 4.4	Initial Programming Tiers
Schedule 5.11	Equipment List
Schedule 7.3	FCC Customer Service Regulations: 47 C.F.R. § 76.309 [c]
Schedule 7.5	Billing and Termination Regulations: 207 CMR 10.00 et. seq.
Schedule 9.2	Draft School Use Agreement

SCHEDULE 3.4
I-NET LOCATIONS

(a) Andover High School	80 Shawsheen Road
(b)	Ballardvale Fire Station 163 Andover Street
(c) Bancroft School	15 Bancroft Road
(d)	Doherty Middle School 50 Bartlet Street
(e) Memorial Hall Library	3 Main Street
(f) Municipal Maintenance Building	90 Red Spring Road
(g) Old Town House	20 Main Street
(h)	Police/Fire Station 32 North Main Street
(i) Public Works Yard	11 Lewis Street
(j) Sanborn School	90 Lovejoy Road
(k) School Administration Building	36R Bartlet Street
(l) Shawsheen School	18 Magnolia Avenue
(m) South School	55 Woburn Street
(n) Town Office Building	36 Bartlet Street

(o) Water Treatment Plant	397 Lowell Street
(p) West Andover Fire Station	200 Greenwood Road
(q) West Elementary School	60 Beacon Street
(r) West Middle School	70 Shawsheen Road

SCHEDULE 3.4(e)

I-NET HUB

PHYSICAL SPACE & ELECTRICAL REQUIREMENTS

- (a) Provide sufficient space to accommodate one rack of equipment measuring approximately 70” tall, 26” wide and 30” deep. This includes front and rear access to the rack with 24” doors.**
- (b) Electrical outlet will be a separate 20 amp service from a circuit breaker panel to the equipment location using a MIMA L5-20 twist lock connector or equivalent.**
- (c) Equipment location will require ventilation and/or air conditioning to maintain a reasonably consistent operating environment. Operating range should be within 60 to 85 degrees.**
- (d) Equipment will be located in a reasonably secure area with limited access.**
- (e) Access to equipment will be needed by designated MediaOne employees for installation, repair and maintenance during and after normal business hours.**
- (f) A pathway through the building to the outside cable plant will be necessary to route fiber-optic cable and hard-line coax for signal distribution.**

SCHEDULE 4.1

INITIAL RATES

See following page(s).

SCHEDULE 4.3
PROGRAMMING CATEGORIES

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

SCHEDULE 4.4
INITIAL PROGRAMMING TIERS

Standard Service Package
(includes Basic Broadcast, Cable 1 and Cable 2)

Basic Broadcast

Cable 1

Cable 2

SCHEDULE 5.11

EQUIPMENT LIST

STUDIO CAMERAS:

3	SONY PAC2-327B/ST	STUDIO CAMERA PACKAGE; CAMERA HEAD, 5" VIEWFINDER, CCU, TRIPOD PLATE, CAMERA BACK
3	SONY VCL-714BX	14X LENS
3	SONY LO-1011	REAR LENS CONTROL
3	SONY CCQ-25AM	82FT CCU CABLE
1	PANASONIC WV-BM503	TRIPLE MONITOR
1	ALPHA GEN PLUS	CHARACTER GENERATOR
1	MAGNI MM-400	WAVEFORM VECTORSCOPE
1	PANASONIC CT-27C10	27" MONITOR
1	BRETFORD BB-54	CART
2	MID ATLANTIC SHELVES	EQUIPMENT SHELVES

STUDIO AUDIO:

1	PROCO FB/X1204-100	100FT 12 INPUT SNAKE
8	SHURE SM83	LAV MIC
4	SHURE VP64	HANDHELD MIC
2	SHURE VPL/93	WIRELESS LAV PACKAGE
1	SHURE VPH/58	HANDHELD MIC PACKAGE
2	ATLAS DS-7E	TABLE MIC STAND
2	ATLAS MS-12CE	FLOOR MIC STAND
1	ATLAS TE16-BE	MIC BOOM
1	MARANTZ PMD501	CASSETTE DECK
1	MARANTZ PMD3	CD PLAYER
1	LISTEC, A-2015	TELEPROMPTER
1	SHURE FP-11	MIC/LINE ADAPTOR
2	MID ATLANTIC U2	SHELF

STUDIO ACCESSORIES:

2 **LOWEL FR1-10**
1 **WINSTEAD K8650**
2 **WINSTEAD T6900**

FRENEL
CONSOLE
TAPE RACK

FIELD EQUIPMENT:

2	PANASONIC AG-456	SVHS CAMCORDER
1	BOGEN 3127	DOLLY
2	SHURE M267	MIC MIXER
1	BEYER MCE86CE	SHOTGUN PACKAGE
2	A/T PRO8HE	HEAD WORN MIC
1	PANASONIC BT-S900Y	9" AC/DC MONITOR
1	LOWEL BASICALLY 3	LIGHT KIT/LAMPS
14	PANASONIC AG-BP20	BATTERIES

EDITING EQUIPMENT:

2	PANASONIC AG-1980	EDITING VCR
1	PANASONIC AG-A96	EDIT CONTROLLER
2	PANASONIC CT-1384Y	13" MONITOR
1	WINSTEAD K8660	CONSOLE
1	WINSTEAD E4115	CONSOLE
1	VIDEONICS PS-1	CHARACTER GENERATOR

PLAYBACK VIDEO:

1	PANASONIC CT-1384VY	13" MONITOR
1	SONY VP-7020	¾ PLAYER
2	SONY RMM-507	RACK MOUNTS
1	MIC ATLANTIC WRK	EQUIPMENT RACK
6	MID ATLANTIC U2	SHELF
2	PANASONIC AG1980	SUPER VHS PLAYBACK DECKS

OTHER:

4	BLONDER TONGUE MAVM	MODULATOR
2	BLONDER TONGUE MA6450	AGILE MODULATOR
2	PANASONIC BT-S901Y	9" MONITOR/RACK

COLLINS CENTER:

**400FT CANARE LV615
400FT CANARE STAR QUAD**

**VIDEO CABLE
INTERCOM CABLE**

MEETING ROOM EQUIPMENT:

2	PANASONIC WV-CS604	CAMERA/PAN/TILTUNIT
2	PANASONIC WV-CU151	CAMERA CONTROLLER
2	PANASONIC TR-990C	9" B/W MONITOR
2	PANASONIC PWM5	CAMERAWALL MOUNT BRACKET
1	PANASONIC CT-1384VY	13" MONITOR/RECEIVER
2	24 VOLT TRANSFORMER	CAMERA POWER
1	PANASONIC WF-MX20	VIDEO MIXER
8	SURE SC14/83	WIRELESS MIC
8	ATLAS DS-73	TABLE MIC STAND
1	SHURE SCM810	MIC MIXER
1	SHURE RKC 800	MIXER PATCH PANEL
2	SHURE WA440	ANTENNA COMBINER
1	MID ATLANTIC ERK	RACK/FRONT+REAR DOORS/SHELVES
2	MID ATLANTIC LBZ4	LOCKING STORAGE BOX
1	MIC ATLANTIC S5	SLIDING SHELF
1	ON-AIR LIGHT	ON AIR LIGHT
2	FURMAN PL-8	POWER CONDITIONER
1	VIDEONICS TM-3000	CHARACTER GENERATOR
1	SYMETRIX 421	AGC LEVELER
1	PANASONIC A-1310	VCR
1	CABLES	

SCHEDULE 7.3

FCC CUSTOMER SERVICE REGULATIONS: 47 C.F.R. § 76.309 [c]

See following page(s).

SCHEDULE 7.5
BILLING AND TERMINATION REGULATIONS
207 CMR 10.00 et seq.

See following page(s).

SCHEDULE 9.2
DRAFT
SCHOOL USE AGREEMENT

See following page(s).

**MEDIAONE OF MASSACHUSETTS, INC.
& ANDOVER SCHOOL COMMITTEE
SCHOOL USE AGREEMENT**

WHEREAS, the Town of Andover, Massachusetts, a municipality duly incorporated by the Commonwealth of Massachusetts, (the “Licensor”), has granted a Renewal Cable Television License (the “Renewal License”) to MediaOne of Massachusetts, Inc. (the “Licensee”); and,

WHEREAS, the Licensee, has agreed to provide a local access/origination and/or production facility located at Andover High School in accordance with said Renewal License, particularly as stated in Section 5.2 (Community Programming Equipment and Facilities) of the Renewal License; and,

WHEREAS, the Andover School Committee (the “School Committee”) has jurisdiction over the use of school buildings.

It is agreed as follows:

(a)

This School Use Agreement (this “Agreement”) between the School Committee and Licensee is hereby and upon adoption will become incorporated in and become a part of the Renewal License and subject to the terms and conditions of the said Renewal License. The terms and conditions of the Renewal License are incorporated in and become part of this Agreement, insofar as such terms and conditions are applicable to this Agreement and not in conflict therewith.

(b)

The School Committee hereby grants to Licensee a right coterminous with the terms of

the Renewal License, to occupy and use designated space as a licensee in and of the Andover High School for a video studio.

(c)

Licensee shall pay the Licensors an amount of one dollar (\$ 1.00) per year payable upon anniversary date of Renewal License with the Town of Andover.

(d)

The Licensee shall be responsible for and pay for its proportional share of all necessary utilities, including heat and electricity. The Licensee shall be responsible and pay for the daily maintenance and upkeep of the licensed area on a regular basis. Licensee shall be responsible for keeping all audio-visual equipment and production facilities in good working order or provide replacement thereof within a reasonable period of time at its own expense.

(e)

The Licensee acknowledges that the facility is a public access facility with a primary purpose of enhancing the educational systems within the Town of Andover subject to all the rules as may be adopted by Licensee in cooperation with the Town of Andover. In furtherance of this goal Licensee will allocate a reasonable number of hours at reasonably convenient times of the day to the Andover School system in accordance with Section 5.2 (Community Programming Equipment and Facilities) of the Renewal License.

(f)

Licensee will conduct the use of and operations in the facilities in a manner that is consistent with a proper educational environment and for community programming in accordance with Article 5 (Community Programming and Access Commitments and Policies) of the Renewal License. Any complaint in the operation of said facility shall

first be brought to the attention of the Andover School Administration. If not resolved within a reasonable period of time, then complaint shall be brought to the Andover Cable Advisory Committee.

(g)

Upon termination of the Renewal License, Licensee shall remove any of its property installed in, on or attached to the premises as soon as practicable at its own expense, in any event in no less than two (2) months, leaving the premises in as near the same condition as they were when first occupied by Licensee as practicable unless the Licensor requests otherwise. If such removal is not accomplished within six (6) months of such termination, the School Committee may deem any property not removed as having been abandoned. Such property may then be removed at option of the School Committee at Licensee's expense less any receivable salvage value.

(h)

Any commercial use of this facility or commercial use of products generated through this facility is strictly prohibited.

(i)

All indemnity, insurance and performance bond requirements as carried pursuant to the Renewal License shall cover the premises and persons of the School Committee and School Department and shall be incorporated by this reference in this Agreement.

(j)

It is mutually agreed that this Agreement shall not in any way derogate from state law or any regulations promulgated thereunder; and in the event it may be determined that there is such a conflict, it shall not void the parts of this Agreement that are not in conflict.

This Agreement signed on the _____ day of _____, 19__.

Approved by:
BOARD OF SELECTMEN

Approved by:
ANDOVER SCHOOL COMMITTEE

Selectman

Committee Member

Selectman

Committee Member

Selectman

Committee Member

Selectman

Committee Member

Selectman

Committee Member

Accepted by:
Approved as to form:
INC.

MEDIAONE OF MASSACHUSETTS,

Town Counsel
Senior Vice President
Northeast Region

Russell H. Stephens