

COMMONWEALTH OF MASSACHUSETTS

TOWN OF GROVELAND

Cable Television Renewal License

Issued to:

A-R Cable Investments, Inc.

, 1999

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COMMONWEALTH OF MASSACHUSETTS
TOWN OF GROVELAND

CABLE TELEVISION RENEWAL LICENSE

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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.

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. 104-104, 110 Stat. 56 (1996).

Cable Service : The one-way transmission to subscribers of video programming or other programming services, together with subscriber interaction, if any, which is required for the selection or use of such video programming or other programming

service.

Cable Television System or Cable System : A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within the Town and as in accordance with Section 602 of the Cable Act.

Division : The Massachusetts Community Antenna Television Division of the Department of Telecommunications and Energy, also known as the Massachusetts Cable Television Division, or successor agency, if any, or supervisory agency, if any, to the extent such supervisory agency exercises actual control over matters within the Division's jurisdiction (formerly and sometimes referred to as the Cable Commission or Commission).

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

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

Educational Access : Any channel which has been allocated for non-commercial use by educational organizations and institutions

in the Town of Groveland, and the use thereof, in accordance with and subject to 47 U.S.C. 531 and the terms hereof.

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

Government Access : Any channel which has been allocated for non-commercial use by the Town of Groveland, the Issuing Authority or their designee(s), and the use thereof, in accordance with and subject to 47 U.S.C. 531 and the terms hereof.

Gross Annual Revenues : Compensation or consideration, in whatever form, exchange or otherwise, received by Licensee which is derived from all subscriber revenues for the provision of Cable Service on the Cable System within the Town of Groveland; installation and service charge revenues (including, among other things, reconnection and second set); remote control, converter and other equipment charges (for equipment necessary or used to receive cable service), advertising revenues, leased access revenues, home shopping revenues and any other revenues from the operation of the Cable Television System in the Town of Groveland; provided, however, that gross annual revenues shall not include any fees (according to applicable law) on services furnished by the Licensee which are imposed upon any subscriber

or user (as opposed to Licensee) by the State, Town of Groveland or other governmental unit and collected by the Licensee on behalf of said governmental unit (and shall not include cable modem service revenue).

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

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

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

Licensee : Cablevision of Massachusetts, Inc., doing business as Cablevision or a successor licensee or transferee in accordance with the terms and conditions in this License.

Origination Capability or Origination Point : An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) to a designated location.

Outlet : An interior receptacle, generally mounted in a wall, that connects a subscriber's or user's television set to the Cable System.

Pay Cable or Premium Cable Services : Programming delivered for a fee or charge to subscribers on a per-program, per-event or per-channel basis.

Prior License : The Cable Television Renewal License in effect prior to the execution of this Renewal License for the period December 2, 1988 through December 1, 1998, originally issued to Times Mirror Cable Television of Haverhill, Inc. and subsequently transferred, and as extended by Agreement dated November 15, 1998.

Public access : The right or ability of any resident of Groveland or organizations based in Groveland to use designated facilities, equipment and/or channels of the Cable Television System to create and present non-commercial programming and/or information to the public in accordance with 47 U.S.C. 531 and the terms hereof.

Public Way : The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parkways, waterways, bulkheads, piers, dedicated public utility easements or any other easements or rights of way dedicated for compatible uses 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, 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, or that the Licensee shall gain rights to use property in the Town without applicable legally required permits, if any, or without otherwise complying with generally applicable laws governing use of the Public Ways.

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 applicable law and the terms and conditions set forth herein, the Board of Selectmen, as the cable television license 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 Television System within the corporate limits of the Town of Groveland.

Section 2.2 RIGHTS AND PRIVILEGES OF LICENSEE

Subject to the terms and conditions herein and subject to applicable law, the Issuing Authority hereby grants to Licensee, the right to construct, upgrade, install, operate and maintain a

Cable System in, under, over, along, across or upon the Public Ways of the Town of Groveland 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 has, if any, relative to services not within or subject to its franchising power including without limitation telecommunications services not subject to cable franchising. The Town acknowledges Licensee reserves its rights to provide any telecommunications services in accordance with applicable laws.

Section 2.3 APPLICABLE LAW

This License is granted under and in compliance with applicable laws, including Chapter 166A of the General Laws and all other general laws and acts of the Legislature, and in compliance with all applicable federal law, including, but not limited to, all rules of the Federal Communications Commission ("FCC"), as amended, and all other municipal, state and federal laws, 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 Cable Television Division. Any reference herein to federal, state and municipal law, 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

This License shall become effective upon November 29, 1999 and shall expire at 12:00 p.m. midnight on November 28, 2009.

Section 2.5 TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

To the extent required by M.G.L. ch. 166A, sec. 7, and the regulations of the Commission promulgated thereunder, 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 written applications

therefor as provided by the Commission (currently Form 100) and the F.C.C. (currently F.C.C. Form 394). The applications for transfer consent shall be signed by Licensee and by the proposed transferee or assignee and Licensee shall supplement said applications as reasonably needed to provide the Issuing Authority with information relevant to its consideration of said applications for transfer.

b. Any such transferee of this Renewal License shall be subject to and assume all the terms, conditions and obligations of this Renewal License.

c. In considering a request to transfer control of this Renewal License, the Issuing Authority may consider the transferee's financial qualifications, management and technical expertise, legal ability, experience as a cable operator in other communities and such other criteria as may be permitted by 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 television system within the Town of Groveland; 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) The grant of any additional cable television license(s) shall be on substantially equivalent terms and conditions as those contained in this Renewal License. The grant of any such additional license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have not been granted on substantially equivalent terms and conditions, the Licensee may request, in writing, that the Issuing Authority convene a public hearing. At said public hearing, the Licensee shall be provided an opportunity to demonstrate that any such additional cable television license(s) are not on substantially equivalent terms and conditions as those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial information as is reasonably requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) are not on substantially equivalent terms and conditions as those contained in this Renewal License, the Issuing Authority and the Licensee shall negotiate, in good

faith, equitable amendments to the Renewal License.

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

(d) In the event that another provider(s) of multichannel video programming operating in the Town is not required to be licensed by the Issuing Authority, and to the extent that any such multichannel video programmer(s) is not required to comply with substantially equivalent terms and conditions as those contained in the Renewal License, and to the extent that the Licensee reports to the Issuing Authority that it is at a competitive disadvantage as a result, the Issuing Authority shall convene a public hearing.

(i) At said public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate such a competitive disadvantage, if any, as a result of the Licensee's requirements herein and the economic injury which has occurred therefrom. The Licensee shall provide the Issuing Authority with such financial information as is reasonably requested.

(ii) Should the Licensee demonstrate such a competitive disadvantage at said hearing, the Issuing Authority and the Licensee hereby agree to negotiate, in good faith, equitable

amendments to the Renewal License.

(e) The parties acknowledge that it is not the intent of this Section 2.6 to apply to levels of competition existing as of the effective date hereof nor to relieve the Licensee of any binding obligation to rebuild or upgrade the system and maintain the I-Net in accordance with the terms hereof.

Section 2.7 POLICE AND REGULATORY POWERS

By executing this License, Licensee acknowledges that its rights are subject to the powers of the federal, state and local government to adopt and enforce general laws and ordinances necessary to the safety and welfare of the public and of general applicability and not specific to this License or specific to cable operators only. Licensee shall comply with such applicable laws and ordinances.

Article 3

System Facilities Construction and Operation

Section 3.1 Residential Cable System

a. Until the completion of a rebuild or upgrade under subparagraph (b), Licensee shall maintain the existing two-way residential cable communications system and system facilities therein as required under the Prior License with said system continuing to provide at least 550 MHz of bandwidth, including the equivalent of eighty (80) Downstream Channels and four (4) Upstream Channels. Licensee will also maintain not less than the technical facilities and capabilities as required under the prior License.

b. Licensee shall within three and one half (3 ½) years from the effective date hereof, complete the upgrade of the cable system in the Town of Groveland, to provide a residential cable communications system upgraded or rebuilt to provide not less than 750 Mhz of bandwidth available to all subscribers or shall provide technology able to provide equivalent channel capacity (110 video channels) to all subscribers (the "New System"). Upon completion of such system upgrade or rebuild, Licensee

shall

certify same in writing to the Issuing Authority. Thirty (30) days prior to system activation of an upgraded system, the Licensee shall provide the Issuing Authority with the planned channel line up of the new system with this information being provided for informational purposes only and with said line up subject to change by Licensee pursuant to applicable law. Said New System shall be built with either hybrid fiber coaxial cable with fiber to the node or other technology of equivalent or superior capability with system facilities and amps that are two-way capable. The New System shall have the capability of use for digital compression, should digital compression become commercially available and economically feasible, in the 550 - 750 MHz range. It is a condition precedent of this paragraph (b) that any default by Licensee with respect to completion of the upgrade shall not result in the risk of license revocation or monetary damages, however, with respect to such failure to complete, if any, the Town reserves such other remedies as may be available, except that failure to complete said upgrade in 3 ½ years shall not be considered a default for purposes of denial of a future renewal, if Licensee has proceeded in good faith to timely complete said cable system upgrade. For purposes of the

foregoing good faith shall include Licensee's making diligent efforts to complete the upgrade within said timetable. Said timetable shall be subject to the force majeure provisions immediately below.

c. Timely completion of the rebuild/upgrade to the New System 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 and as expeditiously by the Licensee. The Town will give the Licensee its reasonable cooperation in securing permits, access rights and other prerequisites to the construction of the upgraded system.

d. The Licensee will submit to the Town prior to commencing construction a written explanation of the construction activity for the system, including an electronics map showing the location of hub sites or nodes which will receive signals via fiber optic technology. This plan will be submitted for review only and will not be subject to the approval of the Issuing Authority except to the extent that Town permits are otherwise

required. Every 120 days upon Selectmen request or after commencement of an upgrade or rebuild, the Licensee shall submit to the Issuing Authority a report on the progress of the upgrade. Such reports shall, subject to availability at the time of submission, include without limitation lists of new pole attachment agreements, duct and right-of-way agreements, and governmental permits; and include areas of the Town in which construction has been completed, is scheduled or is underway.

e. Cable system signals will be received and generated at a headend or node facility in Groveland as the Licensee considers appropriate. Headend or node and other reception facilities will be equipped with all equipment necessary to receive, process, and deliver all signals carried on the system and to meet all required technical performance standards. Licensee may relocate its headend facility, however it will provide the Issuing Authority with proof of performance tests showing the signal quality complies with F.C.C. standards.

f. The upgrade or rebuild to 750 Mhz pursuant to Section 3.1(b) above will result in hybrid fiber and coaxial facilities with at least a fiber backbone facility with fiber to the nodes and Licensee will be responsible for said system's operability and functionality throughout the term hereof. Said fiber shall

be capable of 1,000 Mhz (notwithstanding the electronics components may carry up to the 750 Mhz level only). Although the Issuing Authority acknowledges that the decision to upgrade or rebuild the system or deploy cable modems over the subscriber network is a business decision within the discretion of Licensee, in the event said Cable System shall be upgraded or rebuilt, it shall be technologically capable of cable modem deployment over the Cable System.

Section 3.2 Construction/Upgrade Maps

The Licensee shall upon request file with the Town accurate maps of all existing and proposed trunk and feeder installations annually and, if requested by the Issuing Authority, not later than sixty (60) days after each anniversary of the effective date of this License.

Section 3.3 Service Area

(a) The residential service area, which shall not be reduced by the Licensee, consists of the entire area within the geographic boundaries of the Town of Groveland with service available to all residences on Public Ways, subject to the provisions hereof, subject to Licensee's receiving applicable easements and authorizations to use private property and public ways.

(b) Further with respect to extension of the cable system to commercial subscribers, Licensee will at no additional charge to the Town or subscribers extend the Cable System to areas with not less than eighteen subscribers per aerial mile of feeder cable and thirty subscribers per mile of underground feeder cable. With respect to extension of the cable system to commercial subscribers, Licensee will extend the Cable System to areas with less than eighteen subscribers per aerial mile of feeder cable and thirty subscribers per mile of underground cable subject to said commercial subscribers contributing to the costs of line extension as follows. For purposes of the foregoing sentence commercial subscribers shall mean subscribers who agree to subscribe for not less than one year of service. The commercial subscriber on a street with less than eighteen subscribers per aerial mile and less than thirty subscribers per underground mile shall contribute the amount by which the average per subscriber line extension costs on the affected street exceeds the average line extension costs per subscriber on a street with 18 subscribers per aerial and 30 underground feeder mile, with one half of said differential being payable to the cable operator prior to activation of service and one half payable on a pro rated basis within six months of the activation

of service.

Section 3.4 SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP

(a) Installation costs shall be non-discriminatory except in accordance with applicable law and 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 150 feet of the cable plant for an aerial drop, or 150 feet for an underground drop, shall be entitled to a standard installation rate. Installations shall be completed within seven (7) days of notice of the request for the installation, weather permitting, if applicable easements and authorizations have been provided.

(b) Further with respect to subdivision and new housing system line extensions, Licensee will upon receiving advance notice, extend its system to subdivisions and new housing when applicable conduits or ground are open with no installation charge or extension to the developer or subscriber, weather permitting, if applicable easements and authorizations have been provided, except that if the foregoing involves boring through rock or other geographic obstacles, Licensee may charge for the costs of material and labor and rental of specialized equipment

if needed. In the case of subdivision trenching that is open more than six (6) months prior to the scheduled completion of the construction of subdivision housing along the path of the trenching, Licensee may, in lieu of actually installing the cable or conduit, provide the developer, at no charge, cable or conduit as needed for the open trenching. Licensee will exercise reasonable efforts to check with the Planning Board to identify new subdivision/new housing conduit trenching and street openings to facilitate timely and economical extension of the cable system.

Section 3.5 SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) Licensee shall continue to provide, at no charge to the Town, activated outlets of basic service, to public buildings and public schools along its cable routes, and, shall provide origination points for Town Hall and the Bagnall School as pursuant to Section 3.2 of the Prior License and such origination points as listed in Schedule 3.5, attached hereto and incorporated herein, and shall provide activated outlets of such standard service to subsequently constructed public buildings and schools along its cable routes. In addition to the foregoing, Licensee shall provide an origination point at the Pentucket Regional High School and Middle School in West

Newbury to allow cablecasting of regional School Committee and other educational access programs cablecast from said Pentucket Regional High School and Middle School, subject to the assent of the West Newbury Board of Selectmen if said assent is needed. Subsequent to the completion of the upgrade pursuant to Section 3.1, and continuing throughout the balance of the term of the License, upon written request of the School Department, Licensee shall wire up to four (4) additional classrooms or other school rooms with outlets for standard cable service including each public school library, except that at the Middle School, Licensee shall, upon written request of the School Department, wire up to ten (10) additional classrooms or other Middle School rooms with outlets, per floor for standard cable service including each public school library. In addition, Licensee will continue to provide cable and necessary equipment and parts to the Town for the Town to install in public buildings and schools subject to Licensee's technical standards. With respect to additional outlets provided under this section, at new locations not already having service and converters, Licensee reserves the right to charge for converters, but not for basic cable service charges subject to the terms herein. Town offices shall be able to purchase cable modem service equivalent to

cable modem service available to subscribers, if any, at rates equivalent to those available to commercial subscribers , and if available to commercial subscribers.

(b) Further to municipal buildings, Licensee shall, if requested in writing by the Issuing Authority, in consultation with the Issuing Authority, and following consultation with the Cable Committee, provide and install a fixed camera remote controllable camera system in the Board of Selectmen meeting room, including a fixed modulator, mikes and audio equipment as needed for high quality municipal meeting coverage, however, Licensee may credit said equipment acquisition costs against the access equipment grant provided under Article 5 (Section 5.6) below, and the Issuing Authority reserves the right to use said funds for municipal or educational access equipment other than such Selectmen meeting room equipment. The location of said remote controllable camera system and Town Hall equipment shall be determined by the Issuing Authority. Said Board of Selectmen meeting room system shall be a two (2) camera system.

Section 3.6 Emergency Alert

The Licensee shall provide an emergency alert system in

compliance with F.C.C. emergency alert requirements and the terms hereof. The Issuing Authority reserves its right to override the cable system for emergency communications to the extent permitted by the FCC, and the Licensee agrees to make all reasonable efforts to implement such municipal emergency communications override. Licensee also will comply with any applicable FCC regulations regarding its emergency audio alert system. Licensee will test the emergency system not less than two times per year unless there are different testing requirements under the F.C.C. emergency alert regulations, and, if requested by the Issuing Authority, report on same to the Issuing Authority.

Section 3.7 Stand-by Power

The Licensee shall maintain stand-by power at the headend facility and any sub-headend facilities serving the Town with not less than three hour power throughout the trunk and after the upgrade, throughout the backbone and critical node areas. Such stand-by power shall have continuous capability and shall become activated automatically upon the failure of normal power supply. Licensee shall furnish evidence to the Issuing Authority on an annual basis that such stand-by power has been tested annually and is in good repair.

Section 3.8 Tree Trimming

In the installation, maintenance, operation and repair of the poles, cables, wires, amplifiers and appurtenances to or equipment of the cable system, the Licensee shall make diligent efforts to 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 in accordance with applicable local rules, ordinances or by-laws and if applicable, upon obtaining a permit in writing from the Town Tree Warden or other person designated by the Department of Public Works and in accordance with applicable state law (MGL ch. 87). Licensee shall make its best effort to secure the permission of the property owner prior to reasonable tree trimming.

Section 3.9 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. When possible, Licensee shall be able to use the underground conduit maintained by the Town based upon a mutually agreeable arrangement. Licensee shall maintain membership and participate in the Massachusetts "Dig-safe" program and comply with

applicable dig-safe requirements pursuant to MGL ch. 82, Section 40.

Section 3.10 Pedestals

In any cases in which passive and/or active devices are to be utilized, in the Town public ways or within the Town public lay-out, such equipment must be in a low-profile electronic control box (or comparable equipment), subject to and in accordance with applicable Town laws, and subject to approval of applicable Town boards or departments, at Town approved locations to be determined when Licensee applies for an underground permit, which shall not be unreasonably delayed or denied. All such equipment shall be shown on the construction maps submitted to the Town in accordance with Section 3.4 herein.

Section 3.11 Private Property

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promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at its sole cost and expense.

Section 3.12 RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any 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 Commissioners 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 3.13 COOPERATION WITH BUILDING MOVERS

The Licensee shall, upon thirty (30) days advance 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 3.14 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. The costs of such relocations may be added to the rate base for rate changes in accordance with applicable law.

Section 3.15 TOWN USE OF LICENSEE POLES AND CONDUIT

The Town shall have the right, free of rental charges, to attach to any pole erected by Licensee, as long as the Town pays make-ready costs, and, at market rates, to place in any of Licensee's conduits, its own cable and equipment to be used for

fire, police and other non-commercial governmental communications purposes where space permits, excluding the use of providing Cable Service or any other service which Licensee offers subscribers. All such placements by the Town shall conform with all applicable rules and regulations, and shall cause no additional expense to Licensee (that is, all costs for such placements by the Town shall not interfere with the routine operation by the Licensee of its Cable Television System.) The Licensee shall notify the Town of any plans for installation of conduit and cooperate with the Town as to its type and location so as to best enable the Town to use it, again provided there is no additional expense to Licensee or provided the Town agrees to assume any such additional expense. If Licensee removes its installation from conduits where municipal equipment or cable is present, it shall provide notice beforehand to the Town. Licensee shall be held harmless from any resulting damages from its non-negligent removal of its own installations. Further, the Licensee shall be held harmless, and the Town shall indemnify Licensee, for any costs or claims arising from the Town's use, if any, of Licensee's poles or conduit pursuant to this Section 3.15, unless such costs or claims are the result of negligent acts of Licensee.

Section 3.16 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 3.17 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. Licensee shall notify subscribers if, at any time, they are eligible for a rebate under applicable law resulting from such interruptions.

Section 3.18 CONSTRUCTION AND MAINTENANCE STANDARDS

- a. 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.
- b. The Licensee shall construct and operate a cable television

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 television system for which this License is granted shall be in conformance with the applicable law including provisions of the Massachusetts Electrical Code (including Article 820) and the National Electrical Safety Code, to extent adopted by Massachusetts by statute or regulation, and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Cable Television Division and the FCC.

c. Copies of technical performance tests that may be required under FCC rules and regulations shall upon the request of the Issuing Authority or its designee be submitted to the Town notwithstanding any limits under the Telecommunications Act of 1996 on Town enforcement of FCC signal quality standards and for advisory purposes Licensee shall if requested by the Issuing Authority or its designee provide a summary of FCC required proof of performance tests. In the event of a pattern of six or more apparently related signal quality complaints within a three month period, upon request of the Issuing Authority or Cable Committee Licensee shall designate an engineer to investigate

same and report on same in writing to the Issuing Authority with a copy to the Cable Committee.

Section 3.19 RIGHT OF INSPECTION

a. In the event the Issuing Authority has reasonable basis for finding noncompliance or has substantial evidence of noncompliance with any term 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 on reasonable notice to Licensee. 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 3.20 SYSTEM INTERCONNECTION

The Licensee shall use best efforts to provide for the interconnection of one access channel on its residential cable system with one access channel on any or all other adjacent systems upon the written request of the Town. The foregoing is not intended to apply to systems competing in Licensee's service area. Interconnection of systems or channels may be accomplished by direct cable connection, microwave link, satellite, or other appropriate and economically feasible method. Upon receiving the request of the Town to interconnect a system or channels, the Licensee shall initiate negotiations with the other affected system(s) in order that costs may be shared equally for both construction and operation of the interconnection link. The Town shall rescind its request for interconnection if the Licensee has negotiated in good faith and has failed to obtain an approval from the system or systems of the proposed interconnection, or that the cost of the interconnection would cause an unreasonable or unacceptable increase in subscriber rates, or if the system architectures involved are incompatible for purposes of interconnection. The foregoing is contingent on the willingness of the other Licensee and Issuing Authority to participate on equitable terms

and the foregoing being in accordance with any applicable laws.

Section 3.21 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 including authorized fire department or police or similar department, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of Licensee. Licensee shall be eligible, where applicable, for reimbursement under any state or federal government program providing for reimbursement and the Town, at Licensee's request, shall reasonably cooperate with Licensee efforts to secure such reimbursement.

Section 3.22 ECONOMIC DEVELOPMENT AND THE CABLE SYSTEM

To provide Groveland businesses with information and technical assistance on cable services, Licensee shall designate one of its employees as liaison to the Groveland business community. Licensee's business liaison shall, upon reasonable request of Groveland businesses, provide said businesses with information about cable technologies and services including but not limited to program services, public access training and equipment availability, commercial leased access, data

transmissions (if made available to Groveland cable subscribers), line extension, advertising on the cable system, other new technologies and services as they come available and information the Licensee has concerning use of the cable system for business development purposes. Licensee shall not less than once every year, if requested by the Issuing Authority, provide notice of the availability of a business liaison to provide information and technical assistance on cable services and technology to persons or entities identified by the Pentucket Business Association, if requested to do so by the Pentucket Business Association.

3.23 TECHNICAL CHANGES

In the event Licensee upgrades or rebuilds 50 percent or more of its Massachusetts cable systems to 1,000 mhz channel capacity, or to equivalent capacity through digital compression or other means, then Licensee shall meet with the Issuing Authority and conduct good faith negotiations concerning the provision of cable facilities with substantially equivalent capacity in the Town of Groveland, however, the foregoing shall be subject to technical and economic feasibility of the foregoing, in Licensee's sole discretion.

3.24 INTERNAL HOME WIRING

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

ARTICLE 4

RATES AND PROGRAMMING

Section 4.1 INITIAL RATES

The initial rates for all programming, installation and equipment which are in effect on the effective date of the License are listed in Schedule 4.1 of this License. These rates are provided for informational purposes only and are subject to change, including franchise and programming cost, inflation and other adjustments, pursuant to applicable law.

Section 4.2 ELIGIBLE SENIOR CITIZEN DISCOUNT

(a) Licensee shall offer a \$1.75 per month senior discount to all senior citizens in Groveland age sixty-five (65) and older, with said discount applicable to subscribers of the Cable Programming Service tier next above Basic Service (the foregoing is now known as Family Cable) and which discount shall not be applicable to subscribers of Licensee's Family Plus, Rainbow Packages or other similar discounted packages.

Section 4.3 RESERVATION OF RATE REGULATION RIGHTS

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

(b) In federal or state proceedings, if any, on the regulation of rates in the Groveland cable system, Licensee shall copy the Issuing Authority and the Cable Committee on filings in such rate regulation proceedings and shall, upon request of the Issuing Authority, provide the Issuing Authority with such supplemental information as is customarily provided to franchising authorities participating in rate regulation proceedings, subject to customary exemptions for confidential information.

Section 4.4 BROAD CATEGORIES

Licensee shall provide the following cable services:

- (1) the broad categories of broadcast stations, satellite services and other services set forth in Schedule 4.4 of this License;

(2) all public, educational and governmental access channels required by Section 5.2 of this License.

Section 4.5 PROGRAMMING TIERS

a. The initial programming and services offered by Licensee are listed in Schedule 4.5, attached hereto. This schedule of programming tiers is provided for informational purposes only and is subject to change as pursuant to applicable law.

b. Although the parties acknowledge that the Issuing Authority cannot regulate Licensee's programming or program line-up, upon request of the Issuing Authority, meet with the Issuing Authority to inform the Issuing Authority about programming and to allow the Issuing Authority to provide advisory input relative to same.

Section 4.6 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 and upon request for same, if any, rates shall be available for public disclosure.

Section 4.7 CHANNEL LINE-UP

(a) Licensee shall notify the subscribers and the Issuing

Authority thirty (30) days in advance in the event its channel line-up changes including channel additions or deletions, insofar as it is within the Licensee's reasonable ability to provide such notice. If because of reasons beyond Licensee's control, notice cannot be given in accordance with advance notice requirements, then it shall be given not later than seven (7) days following such changes. In the event the channel line-up is changed during the term of the License, Licensee shall provide each subscriber with an updated channel line-up not less than once per year.

(b) Licensee shall use diligent efforts to increase its programming on the upgraded cable television system to reflect the interests of Groveland subscribers and shall use reasonable efforts to develop reliable survey information on the interests of said Groveland subscribers.

Section 4.8 REMOTE CONTROLS AND CONVERTERS

Licensee shall allow subscribers to purchase remote control devices from parties other than the Licensee, and to utilize remote control devices which are deemed compatible with the converter installed by Licensee. Further with respect to converters, Licensee shall, with respect to converters activate

the volume control of converters having volume control.

Section 4.9 TECHNOLOGICAL CAPABILITY FOR COMMUNITY
 SPECIFIC PROGRAMMING

Although the parties acknowledge Licensee's right to determine individual channels and channel line-up under applicable law, Licensee hereby confirms that the cable system will be technologically capable of carrying community-specific channels such as access channels and commercial services inserted for Groveland individually.

Section 4.10 BASIC SERVICE NOT SCRAMBLED

Licensee shall maintain the basic service unscrambled, in accordance with applicable law, throughout the term hereof.

Section 4.11 CABLE IN THE CLASSROOM

For so long as Licensee participates in the cable industry's Cable in the Classroom program, upon request of public school principals or the Superintendent of Schools, Licensee will periodically provide said principals or Superintendent written materials as they become available on Cable in the Classroom services and Licensee shall continue to offer one of its existing staff as a Cable in the Classroom liaison for coordination of the foregoing. The Cable in the

Classroom program services provided to the schools by Licensee will be at the discretion of the Licensee.

Article 5

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

FACILITIES AND SUPPORT

Section 5.1 Public, Educational and Government
Access

(a) The Issuing Authority, through a Town created cable technology account funded by Licensee, to be known as the Town of Groveland Cable Technology Fund, shall fund Groveland public, educational and governmental access for Groveland access purposes, and for shared Groveland and Georgetown access purposes, as further set forth herein (see Schedule 5.1(a)) subject to 47 United States Code 531, and, if executed by the Towns of Groveland and Georgetown, subject to the execution of an agreement among the Issuing Authorities of the Towns of Groveland and Georgetown. Funds paid into the Cable Technology Fund shall be restricted for public, educational and governmental access purposes, shall not be paid into the general fund and shall be paid into a separate intermediary or grant account or similar separate account for public, educational and governmental cable

access purposes. Licensee acknowledges the Issuing Authority may facilitate or assign the management of access and the funding from Licensee therefor, as it deems convenient or necessary including assignment to a separate entity as was the case during the term of the Prior License.

Section 5.2 PEG Access Channels

(a) The Licensee shall make available to the Town two (2) channels for PEG Access purposes as follows. The foregoing shall consist of continuation of a Public Access channel for shared Groveland/Georgetown public access and a corresponding upstream channel, and upon completion of the system upgrade/rebuild pursuant to Section 3.1, a Governmental Access channel for Groveland only, and the foregoing channels shall be used to transmit non-commercial PEG programming to Subscribers at no cost to the Town(s) or their access users and, except as otherwise provided for herein, shall be subject to the control and management of the Town(s) or their access designee(s), with the Issuing Authority reserving control over the programming of the Government Access channel. At the election of the Issuing Authority, the Issuing Authority shall exercise ultimate control of said Government Access channel. Said Access Channels shall be

included in the Licensee's Basic Service.

(b) In order that access programming can be transmitted from the studio/facility or remote locations to Groveland subscribers on a live basis, the Licensee shall dedicate two upstream channels, equal to the number of downstream access channels, without charge, for upstream transmissions.

(c) The Licensee shall provide technical and programming advice and consultation regarding use of the Access Channels and remote cablecasting of PEG Access programming.

(d) The Licensee shall not move or otherwise relocate the channel locations of the two (2) PEG Access Channels, once established, without making best efforts to give sixty (60) day prior notice to the Issuing Authority and in no case less than 30 day notice..

(e) The municipal 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 municipal 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.

Section 5.3: Annual Support for PEG Access

(a) The Licensee shall provide payments to the Issuing Authority Town of Groveland Cable Technology Fund, for PEG Access purposes, equal to a sum of three and one quarter percent (3.25%) of the Licensee's Gross Annual Revenues, and computed without deducting current fees payable to the Commonwealth of Massachusetts and to the Town or Issuing Authority pursuant to M.G.L. ch. 166A, s.9 and subject further to the terms herein, and subject, if executed, to a Groveland/Georgetown access agreement. Said payments may be used for, among other things, salary, operating and other PEG access and maintenance costs and related production and communication activity.

(b) The foregoing payments shall be paid on a quarterly basis throughout the term hereof with the payment schedule continuing as under the prior license.

(c) The Licensee shall file with each such access payment a statement certified by the Licensee's Treasurer, Area Controller or Financial Officer or certified by its public accountant documenting, in reasonable detail, the total of all Gross Annual Revenues derived by the Licensee during the period from which the payments were derived. If the Licensee's total annual payments hereunder were less than three and one quarter percent (3.25%) of

its Gross Annual Revenues for the previous year, it shall pay any balance due within sixty (60) days of the close of the calendar year, or if there was an overpayment, it will be credited to the next quarter with a written explanation provided to the Issuing Authority.

(d) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due thereon shall accrue from twenty-one (21) days after the date due at Bank Boston or its successor's Prime Rate plus two percent.

(e) The parties acknowledge that the first one percent (1%) of Gross Annual Revenues in the foregoing annual or quarterly payments for access are, under current rate regulation, for rate regulation purposes, franchise-related external costs pre-existing under the prior license and are the same as and not greater than the access requirements due as of September 1992, and shall not, pursuant to 47 CFR 76.922 be the basis for additional rate pass-through or add-on and that with respect to support for access generally, in accordance with 47 CFR 76.922 only the change in renewal license franchise requirement PEG costs over prior license franchise requirement PEG costs may be passed through to subscribers as an external cost add-on, subject to applicable law.

Section 5.4 CAPITAL PAYMENT AND COMMITMENTS

(a) The Licensee shall provide \$90,000.00 in capital payments for Groveland access purposes as set forth in Schedule 5.4 attached hereto and incorporated herein.

(b) In the event that payments required to be made herein are not tendered on or before twenty-one (21) days following the dates fixed herein, interest due on such required payments shall accrue and be paid from the date due at the Prime Rate plus two percent.

(c) In no case shall said capital payments be counted against either the quarterly PEG Access payment, pursuant to Section 5.3 supra, or the current License Fee payment required by M.G.L. ch. 166A, s.9.

(d) Licensee agrees that the capital funds allocated under this Section 5.4 shall not be passed through to subscribers in the form of rate base, rate increases or other rate adjustments.

Section 5.5 EQUIPMENT OWNERSHIP

Access equipment for the Groveland/Georgetown access studio purchased with funding pursuant to this Article 5, as well as equipment purchased for the Groveland/Georgetown studio

with funding pursuant to the prior license shall owned for the joint benefit of the Towns of Groveland and Georgetown. The Town of Groveland shall own for municipal and educational access purposes the municipal access equipment purchased for municipal meeting coverage or educational access pursuant to Section 5.4 above. The Town's access designees, School Department and Town shall be responsible for maintaining and replacing their own equipment as needed. Licensee shall have no obligation to maintain or insure any such PEG Access equipment if not owned by Licensee. An inventory of studio equipment provided under the Prior License is attached as Schedule 5.5 for reference to shared equipment available for Groveland and Georgetown under the Prior License.

Section 5.6 RECOMPUTATION

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim for additional sums including interest payable under this Article 5. The Issuing Authority and/or an independent certified public accountant hired by the Issuing Authority shall have the right to inspect no more than annually and upon

reasonable advance notice, records necessary to verify Gross Annual Revenues, as defined herein, in order to establish the accuracy of the payments tendered hereunder. If, after such inspection, an additional payment is owed, such payment shall be paid within thirty (30) days after any re-computation. If after such inspection it is determined that Licensee overpaid the amount due, such overpayment shall be deducted from the next payment due, plus interest as computed in Section 5.3(d).

Section 5.7 PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels (including upstream paths) for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. Notwithstanding the parties acknowledge that the FCC and not the municipality has jurisdiction over enforcement of signal quality under the Telecommunications Act of 1996, for disclosure purposes, upon Issuing Authority request, Licensee shall provide copies of such proofs of performance as filed with the FCC and reports as needed to show access channel signal quality.

Section 5.8 ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over the two (2) Downstream Channels for Groveland access, pursuant to Section 5.2 herein, all PEG Access Programming shall be modulated, then transmitted from any location with Origination Capability pursuant hereto, to the Headend or Hub site, on one of the Upstream Channels made available, without charge to the Town or access users, for Access use. At the Headend or Hub site, said Access Programming shall be retransmitted in the downstream direction on one of the appropriate Downstream PEG Access Channels.

(b) It shall be the Licensee's responsibility to ensure that said Programming is properly switched, either manually or electronically, to the appropriate Downstream Channel, in an efficient and timely manner. The Licensee shall not charge the the Town or any PEG access user or access designee for such switching responsibility.

(c) The Licensee shall provide and maintain all necessary and customary switching and/or processing equipment in order to switch upstream access signals to the designated Downstream Access Channel.

(d) As a condition of use of the access channels, individual producers may be required to sign customary user forms, and complete any necessary training or certification of competency. Said user forms will include a user or producer acknowledgment that the individual producer assumes individual responsibility for any program-based liabilities and that the producer understands that neither the Town or its departments, nor any Town access entity or designee, or Licensee are responsible for said individual's programming. The parties agree that the Licensee and Town shall not be responsible for public access programming.

Section 5.9 PEG ACCESS COSTS

(a) In accordance with 47 U.S.C. 542(g), access operating funds may be treated as franchise fees for purposes of the federal cap on franchise fees. Any quarterly payment of Gross Revenues payable under this Article 5 above shall be based on prior calendar year gross revenues.

(b) There shall be no charges to the Town and/or PEG Access Access Users for use of the PEG Access facilities provided hereunder. In the event that applicable state and/or federal

laws and/or regulations allow the Licensee to externalize, line-item and/or otherwise pass-through any such PEG Access costs to Subscribers, the Licensee may only do so, including, but not limited to, computation, collection, interest paid on and/or allocation of any such costs, strictly in compliance with applicable laws and/or regulations including compliance with 47 C.F.R. 76.922(c) and (d) allowing the pass through in the change in such franchise-related external costs.

(c) The Licensee shall provide the Town with appropriate FCC forms in accordance with applicable FCC regulations showing any such externalized, line-itemed and/or passed-through PEG Access and/or LO costs.

Section 5.10 Miscellaneous/General Provisions

(a) If requested by the Issuing Authority in writing to the Licensee, and stating a demonstrated need, the Licensee shall make available to the Issuing Authority a character generator for use at the Public Safety Building for municipal access purposes. Said character generator shall be capable of "Amiga-type" computer character generator alphanumeric text and graphics production on the municipal access channel. The location of the character generator shall be determined jointly

by the Issuing Authority and Licensee.

(b) Licensee shall exercise diligent efforts to make available upon fourteen (14) business days request of the Issuing Authority, subject to availability, a mobile van which can be used to transport multiple-camera production equipment for special events use in Groveland. If Licensee's van is made available for such use, Licensee shall have, at cost to the user (with said cost equal to reimbursement of the staff person's hourly wage), a responsible member of its staff accompany the van for such use. The Issuing Authority acknowledges availability conditional upon License requirements and circumstances in other communities.

(c) Consistent with the current underwriting standards for charitable non-profit, non-commercial television stations, notices of support and underwriting may be included before or after access programming on the access channels.

Section 5.11 "Grandfathering "

Notwithstanding any possible omission of reference to any equipment or facilities provided to the Town of Groveland, its schools and municipal offices or or otherwise provided for access purposes pursuant to the prior license, it is the intent of the

parties that Licensee shall not remove any such previously provided equipment or facilities, unless for replacement or upgrade of same.

Section 5.12 Origination Points

Licensee shall continue without charge to the Town to maintain the origination points required under the Prior License including those at the following locations: Town Hall, Public Safety Building, Bagnall School. In addition, Licensee will maintain the Middle School and Pentucket Regional H.S. origination point pursuant to Section 3.5.

Section 5.13 UNIVERSAL SERVICE FUND

(a) To further promote use of the Cable System and access facilities for educational access, the Issuing Authority and the Licensee shall in good faith cooperate to determine the availability of funding for educational access from new third party sources including but not limited to the F.C.C. Universal Service Fund.

ARTICLE 6

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 6.1 BUSINESS OFFICE

Licensee shall maintain and operate a business and customer service office in the City of Haverhill for general purposes including returning and exchanging equipment, payment of bills, receiving and processing complaints, including without limitation, those regarding service, installation appointments, equipment malfunctions and billing and/or collection disputes. The Haverhill customer service site shall have a publicly listed toll-free or local telephone number and shall be open for walk-in business from 8:30 AM to 5:00 PM Monday through Friday. Licensee shall establish evening hours one evening per week or Saturday hours 9:00 AM to 12:00 AM as necessary to respond to customer demand and consistent with FCC customer service standards. The schedule of such business hours may be changed, provided that the business office shall be open for walk-in business for a minimum of forty-two and one half (42.5) hours

per week. Licensee shall use best efforts to provide the Issuing Authority with not less than thirty (30) days prior written notice of any change in the schedule of said business office hours. Subscribers and other users shall be provided with at least thirty (30) days advance written notice of any reduction in said business office hours. The business office shall maintain a staff adequate to process complaints, requests for installation, service or repairs and other business in a timely and efficient manner.

Section 6.2 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 answer with a customer service representative or capable automated system, within thirty seconds of receipt, an average of 90 percent of its daily incoming calls to its customer service telephone lines, measured on an average over a quarterly period.

Licensee shall maintain local or toll-free telephone service for subscriber telephone access.

(b) Licensee shall provide live telephone answering or a live telephone answering service, during other times which shall be

informed how to respond in case of emergencies or outages requiring stand-by technicians. Such answering service shall be also instructed to call upon Licensee's stand-by personnel when it is evident that the complaints received are indicative of a problem affecting a five or more subscribers from a particular area.

(c) In addition to customer service representatives providing telephone answering through Licensee's central customer service facility, Licensee shall maintain and make available to the Issuing Authority or its designee a local number for the administrative office serving Groveland.

Section 6.3 CUSTOMER SERVICE STANDARDS

Licensee agrees to be bound by the customer service obligations adopted by the FCC in 47 C.F.R. 76.309C, as they may hereafter be amended, a copy of which is attached as Schedule 6.3, subject to and in accordance with the terms hereof.

Section 6.4 INSTALLATION

a. Licensee shall respond to requests for aerial installation and schedule such installations within seven (7) days of such request, or at such other time as is mutually agreed upon by Licensee and said subscriber, weather permitting and subject to availability of necessary permits and/or easements. Underground

installation requests shall be scheduled for installation within fourteen (14) days of a request for same, weather permitting and subject to availability of necessary permits. If arranging appointments for installation, Licensee shall specify in advance whether such will occur in the morning or afternoon, in appointment windows not to exceed four (4) hours or a narrower interval, if possible, and will make reasonable efforts to install at times convenient to subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

b. Licensee shall be responsible for picking up and changing converters at subscriber's request at no additional charge where such converter change-out 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 6.5 MINIMUM SUBSCRIBER INFORMATION

Licensee will provide all prospective subscribers with complete, clear and concise written information before initial installation of cable service. Such sales materials shall

clearly disclose the price and other information concerning Licensee's lowest cost basic service, other programming tiers and non-tiered program services and installation, equipment and service charges, billing practices including payment cycles (due date, late date, late fee) as further described below. Such information shall include reasonably specific and descriptive information on the following:

a. Each level of service, number of channels therein and the price thereof including specific information on the number of premium channels and the price thereof; any required deposits if applicable; installation and service charges including additional television set or additional outlet charges (at time of initial installation and at time of separate installation), unwired and pre-wired home installation, hourly service charges, if applicable; service upgrade or downgrade charges, relocation of cable outlet charges and senior discounts.

b. As further set forth in Section 6.7, written information concerning billing and termination policies and procedures, including 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 (VCR's) 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, parental control devices/lockboxes and, if applicable, cable modems and equipment for hearing impaired services.

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 6.6 HOME VIDEO COMPATIBILITY; PARENTAL CONTROL DEVICE

a. To facilitate simultaneous viewing and videocassette recording (VCR) of cable channels, Licensee shall offer to subscribers for sale or lease a two-way splitter which will allow the subscriber to record any channel while watching any unscrambled channel capable of being tuned by such person's television and VCR.

b. Upon request, it will provide a "parental control device" or other means to control the reception of channels or unwanted audio on scrambled signals, and an adequate switching device

("A/B switch") to allow subscribers to choose between cable and non-cable television reception. Licensee understands that certain subscriber's equipment and needs may require equipment in addition to or in lieu of parental control. Licensee shall work with such subscribers on a time and material basis to provide special parental control measures when requested. It is recognized that certain technologies may degrade adjacent channels in addition to the channel that the subscriber wishes to delete or control, and that some technologies may involve extra maintenance charges. Customer Service Representatives shall be reasonably conversant with and trained in VCR cable interface and other common consumer electronics-cable issues such as converter and remote control features and parental control device and A-B switch availability.

Section 6.7 BILLING AND TERMINATION PROCEDURES

Licensee will comply with the billing and termination regulations of the Commission, 207 CMR 10.00 et seq. and will inform all prospective subscribers of complete information about billing and collection procedures, due dates, late dates, late fees, billing disputes, procedures for ordering changes in or termination of services, and refund policies, before

installation of service. The foregoing shall be implemented to effectuate full and fair disclosure of material consumer information. To the extent required under 207 CRM 10.00, Licensee shall not disconnect cable service without lawful cause and without prior written notice to the affected subscriber in accordance with the notice and termination timetables as set forth in 207 CRM 10.00 et seq and the town acknowledge the foregoing does not apply to situations involving Licensee's disconnection for reasons involving possible risk of injury or harm to persons or property or theft of service.

Section 6.8 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. In the event a subscriber requests Licensee to move its equipment and vacates

his premises after seven (7) days notice, Licensee shall be responsible thereafter to make arrangements with the subscriber for retrieval of said equipment.

Section 6.9 BILLING DISPUTES AND COMPLAINT PROCEDURES

(a) In the event of a subscriber complaint or bona fide billing dispute, Licensee will resolve each dispute within fourteen (14) working days of receiving written notification from the subscriber or within 14 working days of Licensee's having opened its own service history on the matter. With respect to billing disputes, the subscriber shall be responsible for paying only that portion of the bill that is not in dispute during the pendency of any procedures initiated pursuant to this section 6.9 or in accordance with applicable law. 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. In the event such a complaint or billing dispute cannot be settled within the fourteen day period and/or the results of Licensee's investigation into said dispute is unacceptable to the subscriber, the subscriber may file a written request for Issuing Authority and Licensee joint discussion of the matter or

may proceed directly to bring the matter to the Massachusetts Cable Television Division. Should the Issuing Authority and Licensee resolution of the matter be unacceptable to the subscriber, the subscriber may file the dispute with or request intervention in accordance with 207 CMR 10.00 by the Division regarding said billing dispute. Licensee shall informally cooperate with the Cable Advisory Committee with respect to subscriber complaints.

(b) Further to complaints and billing disputes, Licensee shall establish procedures for resolution of complaints and billing disputes which Licensee discloses in writing to prospective subscribers and include in annual billing and termination materials provided to existing subscribers. Notwithstanding the foregoing, if the Issuing Authority or its designee determines it to be in the public interest, the Issuing Authority or its designees may investigate any complaints or disputes, upon request of the subscriber, provided said subscribers make a good faith effort to comply with Licensee's procedures for the resolution of complaints. Prior to any investigation by the Issuing Authority, the Issuing Authority shall exercise diligent efforts to consult and confer with Licensee and said subscribers.

(c) Licensee shall include in subscriber bills its present business office and address and publicly listed telephone number and said notice shall inform subscribers of the procedures required to register a complaint or request service.

Section 6.10 PROTECTION OF SUBSCRIBER PRIVACY

- a. Licensee shall respect the rights of privacy of every Subscriber and/or user of the Cable Television System and shall not violate such rights through the use of any device or signal associated with the Cable Television System, and as hereafter provided.
- b. Licensee shall comply with all privacy provisions contained in this Section 6.10 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.
- 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 Television System, of the subscriber privacy requirements contained in this Renewal License.

Section 6.11 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 6.12 DISTRIBUTION OF SUBSCRIBER INFORMATION

Except as permitted by Section 631 of the Cable Act:

(a) Licensee and its agents or employees shall not, without giving subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each subscriber annually through a written notice; and (b) 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.

Section 6.13 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 permitted or required by law.

Section 6.14 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 proof of the identity of the person requesting his or her own subscriber information and 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 6.15 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; 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 not record or retain any information transmitted between a subscriber 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. Notwithstanding the foregoing, any duly court ordered or court authorized monitoring shall not be considered a violation of the above.

Section 6.16 EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employees, including repair and sales personnel, entering private property will be required to wear or show in a visible manner an employee photo-identification card.

Section 6.17 TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS

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

Section 6.18 NON-DISCRIMINATION

Licensee shall not discriminate against any person in its solicitation or provision of, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability, 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 6.19 DAMAGE OR LOSS OF EQUIPMENT

(a) It is the intention of the parties that in situations in which there is a bona fide theft or loss of a converter Licensee shall not charge the affected subscriber upon providing Licensee with a copy of a filed police report or if Licensee otherwise verifies such theft or loss, provided that such

subscriber agrees to submit a claim to his or her insurance company if any and to remit the applicable proceeds with respect to the equipment to Cablevision.

(b) In cases of damaged equipment, Licensee shall charge subscribers its actual repair costs, which shall in no case exceed Licensee's actual costs for such equipment.

Section 6.20 MUNICIPAL SURVEY MATERIAL

In the event the Issuing Authority wishes to conduct its own cable television related survey of subscribers, provided Issuing Authority pays for the postage and the costs of any printed material for the mailing, the Licensee shall print stickers with subscriber names and shall implement the mailing.

The Issuing Authority may request this service no more than three (3) times during the term of this License, provided such request is in writing and allows the Licensee a reasonable period of time in which to accomplish it.

ARTICLE 7

LICENSE ADMINISTRATION

Section 7.1 REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television 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 7.2 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 authorized to be installed pursuant to the License or by Licensee's 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

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.

(c) Notwithstanding that an individual access producer and not the access managing entity is responsible for his or her programs and activities, in the event a third party entity (non-

Town entity) is assigned such access management, said third party entity shall indemnify the Licensee, the Issuing Authority and the Town for any claims relating to program-based liability arising from or in connection with public access programming or the operation of the access channels, however said access entity shall have the right to choose qualified legal counsel to be responsible for same and shall be responsible for supervising same. In order for the Licensee to assert its right to be indemnified, defended or held harmless in accordance with this paragraph, the Licensee must promptly notify the third party access entity of any claim or legal proceeding which gives rise to such right and shall afford the access entity the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of such claim or proceeding, and the Licensee shall fully cooperate with the reasonable requests of the access entity in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding.

Section 7.3 INSURANCE

At all times during the term of this License, including the time for removal of facilities provided for herein, Licensee shall obtain, pay all premiums for, and file with the Issuing

Authority, written evidence of the following insurance policies:

a. A general comprehensive liability policy naming the Town, its officers, boards, commissions, agents and employees as co-insureds on all claims on account of injury to or death of a person or persons occasioned by construction, upgrade, maintenance or operation of the Licensee's Cable Television System or alleged to have been so occasioned, with a minimum liability of one million dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and ten million dollars (\$10,000,000.00) for such occurrence involving more than one person, with a standard excess coverage or umbrella policy.

b. A property damage insurance policy naming the Town, its officers, boards, commissions, agents and employees as co-insureds on all claims for property damage, real or personal, occasioned by the construction, upgrade, maintenance or operation of the Cable Television System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence with a standard excess coverage or umbrella coverage not less than Five Million Dollars (\$5,000,000.00)

Section 7.4 PERFORMANCE BOND

a. The Licensee shall maintain at no charge to the Town throughout the term of this License a 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 (\$100,000.00). Said bond shall be on the condition 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; provided however that when Licensee has completed the upgrade or rebuild pursuant to Section 3.1, the amount of said bond may be reduced to the amount of twenty-five thousand dollars (\$25,000.00).

b. The performance bond shall be effective throughout the term of this License including the time for removal of facilities, if applicable, 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 Television 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 bond shall not apply to claims, liens or taxes during the pendency of an unresolved dispute concerning same but may apply after a determination of breach in accordance with Section 7.5, Determination of Breach.) 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 7.5 DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as

excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

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

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

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day

period, the Issuing Authority or its designee shall promptly schedule a hearing no sooner than fourteen (14) days after written notice to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the License is in default of any provision of this Renewal License. In the event that the Issuing Authority, after such hearings, determines that the License is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (ii) enforce the remedies in accordance with the schedule set forth in Section 7.6 below;
- (iii) commence an action at law for monetary damages;
- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 7.4 herein;
- (v) declare the Renewal License to be revoked subject to Section 7.22 below and applicable law;
- (vi) invoke any other lawful remedy available to the Town.

Section 7.6 REMEDIES

(a) In the event that the Licensee:

(i) fails to comply with the FCC's Customer Service Obligations, as attached hereto; and/or

(ii) fails to comply with the PEG Access provisions, as required by Article 5 herein;

(iii) the parties hereto agree as follows:

(b) The Licensee shall remedy any such non-compliance by adding reasonable personnel and/or materials and/or services to the Cable System and/or making required payments, within thirty (30) days of a finding of any such non-compliance pursuant to Section 7.5 herein, in order to comply with said Renewal License requirements.

(i) In no case shall the costs of such additional personnel and/or materials and/or services and or payments be externalized, line-itemed or in any way otherwise passed-through to Groveland subscribers for failure to comply with the FCC's Customer Service Obligations (pursuant to Section 7.6(a)(ii) herein) and failure to comply with PEG Access provisions (pursuant to Section 7.6(a)(iii) herein) with said exclusion from PEG pass-throughs not to exceed the PEG pass-through exclusion amounts provided for in Article 5 of this License

(e.g., capital grant payments to be excluded as per Section 5.4(d)).

(ii) No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute or law shall preclude the availability of any other lawful and applicable remedy.

Section 7.7 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 individual subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the Subscriber in accordance with applicable law and regulations.

Section 7.8 GROVELAND CABLE ADVISORY COMMITTEE

At the discretion of the Issuing Authority, the Groveland

Cable Advisory Committee may be delegated the authority to conduct customary Cable Advisory Committee oversight, complaint processing, and authority to monitor and advise the Issuing Authority on ongoing matters concerning administration of the Cable System within the terms of this License and in accordance with all applicable state and federal law, and hold hearings subject to the Issuing Authority's ultimate authority and approval as set forth in G.L. Chapter 166A and other applicable regulations including this License.

Section 7.9 PERFORMANCE/COMPLIANCE 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 have the right to question Licensee on any aspect concerning the construction, installation, operation or maintenance of the Cable Television 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.

(b) At any time during the term of this Renewal License, upon the reasonable request of the Issuing Authority, Licensee shall make available information which may be reasonably required to establish Licensee's compliance with its obligations pursuant to this Renewal License, provided, however, that Licensee shall not be required to submit confidential, commercial information.

Section 7.10 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 7.11 LICENSE FEE ENTITLEMENT

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. Said license fees and the operating support for PEG access under Article 5 shall not exceed 5% of Licensee's annual Gross Revenues. In accordance with 47 U.S.C. 542, Licensee shall, if requested in writing by the Issuing Authority, prepay a portion of said license fees and annual PEG grants or PEG capital grants, adjusted by the time value of money for prepayments, not to exceed \$15,000.00 in the first eight years of the License, payable to the Issuing Authority or its designee, as directed by the Issuing Authority, for cable administration costs, as determined by the Issuing Authority, and Licensee may credit said payment against amounts otherwise due hereunder.

Section 7.12 SUBSCRIBER COMPLAINT RECORDS

Licensee shall keep a record of all complaints it receives, for a period of three years, 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 complaints which it receives. Subject to Section 631 of the Cable Act, the Issuing Authority or its designee shall have the right to examine and review said complaints at its own expense during Licensee's business hours upon reasonable notice.

Section 7.13 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. Should the Commission eliminate complaint reporting procedures, Licensee shall, in conjunction with the Issuing Authority, develop an acceptable form of complaint reporting.

Section 7.14 INDIVIDUAL COMPLAINT REPORTS

Licensee shall, within fourteen (14) days after receiving a request therefore, send a written report to the Issuing Authority with respect to any subscriber complaint provided such subscriber has authorized the release of such information. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

Section 7.15 INITIAL PERFORMANCE TESTS

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

Section 7.16 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 to confirm that it meets or exceeds FCC technical specifications so long as such testing has not been performed by Licensee within the preceding 90 day period. 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 3.18 herein.

To repair damaged drops and loose connections causing possible channel ingress problems, if any, Licensee will

continue, in the event of a service call, to make reasonable efforts to inspect for a damaged or worn subscriber drop and loose connection, and repair same as needed.

Section 7.17 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 7.13 above.

Section 7.18 FINANCIAL REPORTS

Pursuant to M.G.L. Ch. 166A, s. 8, Licensee shall file annually with the Issuing Authority a financial balance sheet in accordance with Commission requirements or Generally Accepted Accounting Principals, a statement of ownership which shall be open to public inspection and Commission Form 400 and a financial statement containing a full disclosure and itemization of Groveland and Georgetown revenues within the definition of Gross Annual Revenues under Article 1 hereof. Such statements and balance sheets shall be sworn to by the person preparing same and by the area controller 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 in a substantially similar format. In the event that

state law no longer requires that the aforesaid balance sheet be subject to public disclosure, then such balance sheet shall be for the Town's internal use only and shall be considered confidential, however, this limitation on disclosure shall not be applicable to the statement of revenues required under this section.

Section 7.19 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 7.17 above.

Section 7.20 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 7.21 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 7.22 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 14, or any other rights available to the Licensee.

ARTICLE 8

GENERAL PROVISIONS

Section 8.1, 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 Groveland, on the other hand.

Section 8.2, 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.

Section 8.3, 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 8.4, 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 8.5, 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 8.6, 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 8.7, 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 8.8, COST OF PUBLICATION

Licensee shall, upon request of the Issuing Authority within 30 days of the execution of this License, print and distribute to the Issuing Authority five (5) copies of the License.

Section 8.9, JURISDICTION

Exclusive jurisdiction and venue over disputes or judgments 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 other competent court or agency in the first instance in Massachusetts.

Section 8.10, NOTICE TO CABLE ADVISORY COMMITTEE

Whenever any provision of this license requires the Licensee to notify or report information to the Issuing Authority, Licensee shall also simultaneously notify or report such information to the Groveland Cable Advisory Committee.

WITNESS OUR HANDS AND OFFICIAL SEALS , THIS ____ DAY OF
_____, 1999.

TOWN OF GROVELAND
Board of Selectmen
As Issuing Authority:

Approved as to form:

William August, Esq.
Horton & August, P.C.
Special Town Counsel

This License is hereby accepted by
Cablevision of Massachusetts, Inc.

By:

TABLE OF SCHEDULES

- 3.5 Municipal and Public School Outlets, Origination Points
- 4.1 Initial Rates
- 4.4 Broad Categories of Programming
- 4.5 Initial Programming Tiers
- 5.1(a) Annual Local Access Payments
- 5.4 Capital Payment Schedule
- 5.5 Inventory of Existing Studio Equipment
- 6.3 FCC Customer Service Regulations
- 6.7 Billing and Termination Regulations

SCHEDULE 3.5

PUBLIC BUILDING OUTLETS AND ORIGINATION POINTS

Public Buildings receiving service:

Town Hall

Fire Station(s)

Library

Police Station

Bagnall School

Veasy Park (Council on Aging)

Any future public building along the Cable System routes

Origination Points:

Town Hall

Bagnall School

Pentucket Regional High School

Middle School (in West Newbury)

SCHEDULE 4.1

Initial Rates

SCHEDULE 4.4

Programming Categories

And Other Services

Broadcast Stations

Children's Programming

Educational Programming

Financial/Business

Government/Public Affairs

International

Movie Programming

Music

News/Weather

Public Broadcasting

Religious Programming

Science/Health

Sports Programming

Variety Programming

Women's/Minority Programming

Municipal meetings (by Access Corporation)

SCHEDULE 4.5

Initial Programming Tiers

Schedule 5.1(a) ANNUAL PEG ACCESS PAYMENTS

The annual payments of 3.25% of Licensee Gross Annual Revenues required hereunder and in Sections 5.1 and 5.3 shall be made by the Licensee directly to the Issuing Authority Town of Groveland Cable Technology Fund for Issuing Authority and access PEG access purposes as follows:

(a) Initially, 2 ¼% of Gross Annual Revenues shall be retained by the Issuing Authority for Issuing Authority educational and municipal access purposes and 1% of Gross Annual Revenues shall continue to be for the Groveland and Georgetown shared access purposes until such time as the Town of Georgetown renewal license becomes effective and results in increased funding for the Groveland and Georgetown shared access purposes equal to not less than 2 1/8% of Gross Annual Revenues for said shared access purposes. If and when the Town of Georgetown license renewal becomes effective and increases funding to said shared access purposes equal to 2 1/8% of Gross Annual Revenues, in accordance with a two town Access Agreement, the future payments of the 2 ¼% of Gross Annual Revenues initially retained by the Groveland Issuing Authority shall be split in half such that one half of said 2 ¼% Gross Annual Revenues (equalling 1 1/8% of Gross Annual

Revenues) shall be payable directly for the two towns' shared access purposes, subject to the Town of Georgetown requiring an equal percentage for such shared access support in its Renewal License (this 1 1/8% being in addition to the 1% of Gross Annual Revenues otherwise payable for said shared access). Further to the above, the Town of Groveland Cable Technology Fund account through which the foregoing funds shall pass shall be a restricted account, in the nature of a grant account (not the general fund) for the benefit of the Town access purposes, including shared Groveland/Georgetown access purposes as set forth herein, subject to any recipient submitting an annual plan, if requested by the Issuing Authority, on how to provide services equitably as between Groveland and Georgetown with said annual plan approved by the Issuing Authority. In the event that the Issuing Authority finds in writing that the regional (Groveland/Georgetown) access recipient has not adopted a plan likely to result in an equitable allocation of access services to both Groveland and Georgetown, or in the event Georgetown does not require the same level of support for the shared access, the Issuing Authority may retain the aforesaid additional 1 1/8% of Gross Annual Revenues for a Groveland access designee, e.g., for access purposes in Groveland.

SCHEDULE 5.4: Capital Payment Schedule

The following shall be payable through the Article 5 Groveland

Cable Technology Fund:

Year One :

Thirty-two thousand five hundred dollars (\$32,500.00) for Groveland Educational and/or Municipal Access equipment, payable in the first quarter of calendar year 2,000.00. If the foregoing or portion thereof is allocated for a Town Hall remote controllable camera system, Licensee shall install same, at a reasonable location as determined by Town, within 90 days of license effective date.

Year Three, or upon execution of the Georgetown renewal license, whichever is sooner :

Thirty-eight thousand two hundred ninety-five (\$38,295.00) payable to the Groveland/Georgetown shared access purposes for equipment for use by designees and residents of both Towns, subject to the Town of Georgetown, in its renewal license, also requiring not less than thirty-eight thousand two hundred ninety-five (a total of seventy-six thousand five hundred ninety

thousand) for the two Towns combined) payable for said shared access purposes for shared capital expenditures not later than the third year of its renewal license in accordance with a written Groveland/Georgetown agreement. In the event Georgetown does not allocate such capital payments to the shared access purposes as aforesaid or has not signed an access agreement concerning same with the Town of Groveland, the Issuing Authority of Groveland may elect to allocate the foregoing \$38,295.00 PEG capital payment to another access designee or designees selected by the Groveland Issuing Authority upon written directive to Licensee.

Year five

Nineteen thousand two hundred and five dollars (\$19,205.00) payable to Groveland/Georgetown shared access purposes, subject to the Town of Georgetown, in its executed Renewal License, also requiring not less than nineteen thousand two hundred and five dollars payable to said Groveland/Georgetown shared access purposes, in accordance with a Groveland/Georgetown written agreement, (a total of thirty eight thousand four hundred and ten dollars for the two Towns combined) payable to the shared access purposes not later than the fifth year of the Georgetown license. In the event Georgetown does not allocate such capital

payment to the shared access purposes, the Issuing Authority of Groveland may allocate the foregoing \$19,205.00 PEG capital payment to an access designee or designees selected by the Groveland Issuing Authority upon written directive to Licensee.

SCHEDULE 5.5
INVENTORY OF EXISTING STUDIO EQUIPMENT

SCHEDULE 6.3

FCC Customer Service Regulations

47 C.F.R. 76.309C

SCHEDULE 6.7

Billing and Termination Regulations

207 CMR 10.00 et seq.

