

COMMONWEALTH OF MASSACHUSETTS

TOWN OF BRAINTREE

Cable Television License

Issued to:

Braintree Electric Light Department

September 25, 2000

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF BRAINTREE**

CABLE TELEVISION 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.

Commission: 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 Commission's jurisdiction.

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 Braintree, and the use thereof, in accordance

with and subject to 47 U.S.C. 531 and the terms hereof.

Existing Licensee: Shall refer to A-R Cable Investments, Inc. until such time the Cable Television Renewal License approved by the Town of Braintree on January 25, 1999 is approved for transfer to AT&T/Media One. Upon transfer of the License, Existing Licensee shall refer to AT&T/Media One.

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 Braintree, 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 or Gross Revenues : Compensation or consideration, in whatever form, exchange or otherwise, received by Licensee which is derived from all subscriber revenues and cable service revenues for the provision of Cable Service on the Cable System within the Town of Braintree; installation and service charge revenues (including, among other things, reconnection and second set); remote control, converter and other equipment charges, advertising revenues, leased access revenues, home shopping revenues and any other revenues from the

operation of the Cable Television System in the Town of Braintree; provided, however, that gross annual revenues shall not include any fees or revenues from cable modem service (according to applicable law) or taxes on services furnished by the Licensee which are imposed upon any subscriber or user (as opposed to Licensee) by the State, Town of Braintree or other governmental unit and collected by the Licensee on behalf of said governmental unit.

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.

Institutional Network ("I-Net"): The Upstream and Downstream Channels for the use of the Issuing Authority, his/her departments and designees and the Licensee subject to and in accordance with Article 5 of this License.

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

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

Licensee: Braintree Electric Light Department whose headquarters

are located at 150 Potter Road in Braintree, Massachusetts.

Local Origination or Local Origination Programming: Programming produced by Licensee in Braintree reasonably relating to the Braintree community or relating to events, issues and activities of interest to Braintree residents.

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.

Public Access: The right or ability of any resident of Braintree or organizations based in Braintree 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.

Town: The Town of Braintree, Massachusetts.

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

ARTICLE 2

GRANT AND TERM OF LICENSE

Section 2.1 GRANT OF LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Communications Policy Act of 1984 as further amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and subject to 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 Braintree.

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 Braintree 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 LICENSE

This Provisional License shall become effective upon execution and remain in effect for 30 days, at which time it will become a Final License. This Provisional License will become final subject to the approval of the Issuing Authority. The Final License will be in effect from the date of execution until 10 years thereafter.

Section 2.5 TRANSFER AND ASSIGNMENT OF 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 FCC (currently FCC 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 License shall be subject to and assume all the terms, conditions and obligations of this License.

c. In considering a request to transfer control of this 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 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 Braintree; 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 future cable television license(s) shall, when taken as a whole, be on substantially equivalent terms and conditions as those contained in this License. The grant of any such future license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any future cable television license(s) have not been granted on substantially equivalent terms and conditions when taken as a whole, 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 future cable television license(s) are not on substantially equivalent terms and conditions as those contained in this License. The Licensee shall provide the Issuing Authority with such financial information as is reasonably requested.

(ii) Should the Licensee demonstrate that any such future cable television license(s) are not on substantially equivalent terms

and conditions as those contained in this License, the Issuing Authority and the Licensee shall negotiate, in good faith, equitable amendments to the 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 City 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 when taken as whole as those contained in the License, and to the extent that the Licensee reports to the Issuing Authority that it is at a material 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 material 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 material competitive

disadvantage at said hearing, the Issuing Authority and the Licensee hereby agree to negotiate, in good faith, equitable amendments to the 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 construct or upgrade the system and maintain the I-Net in accordance with the terms hereof.

f. In the event that this Licensee is found not to satisfy the level playing field provision of any cable license issued by the Town, Licensee and the Issuing Authority agree to remedy this matter by adjusting the Licensee's support for PEG access, I-Net and other Town purposes such that Licensee's per subscriber expenditures for such purposes will be not less found required for level playing field purposes.

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. Licensee shall operate a two-way residential cable communications system and system facilities with said system to provide at least 750 MHz of bandwidth, including the equivalent of approximately 110 video and 40 digital music channels. Licensee will provide said service to subscribers within six (6) months of the grant of the Final Cable License. Licensee will also maintain its existing Institutional Network as required in accordance with Section 5.12 below.
- b. Licensee shall provide a residential cable communications system capable of providing not less than 110 video channels to all subscribers. The proposed channel line up that will be provided by the Licensee is found in Schedule 4.5 attached to this license.
- c. Every one-hundred twenty (120) days after commencement of an upgrade or rebuild, if any, 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.

d. Cable system signals will be received and generated at the Braintree facility unless the signal quality testing determines that an alternative site is more appropriate. Headend 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 FCC standards.

e. The cable system deployed by the Licensee shall be technologically capable of cable modem deployment over the 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 Braintree 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 agreeing to contribute and 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. Such commercial subscribers 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, 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 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) Subject to Section 4.11, Licensee shall provide, at no charge to the Town, activated outlets of basic service, and I-Net access and outlets to public buildings and public schools

along its cable routes, and shall provide activated outlets of such standard service (including I-Net) to subsequently constructed public buildings that house government and other Town agencies and schools along its cable routes. Schedule 5.12 contains a list of those buildings currently served by the Licensee's I-Net, and those buildings that will be served in the future. Upon written request of the School Department, Licensee shall wire up to four (4) additional classrooms or other school rooms with outlets for basic cable service including each public school library, except that at the Braintree High School, Licensee shall, upon written request of the School Department, wire up to ten (10) additional classrooms or other high school rooms with outlets per floor for basic cable service including each public school library. In addition, Licensee shall 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. The Licensee currently provides high-speed Internet access to the public schools in Braintree

via direct fiber links. (See Schedule 5.12 for a list of the school buildings.) As a result of the state-of-the-art infrastructure that the Licensee has in place, it is not necessary to deploy cable modems in the schools. Broadband Internet access can be provided over the existing direct fiber links. The Licensee will provide its high-speed Internet access (BELD.net) to all public schools in the Town at no charge to the schools or Town if so requested by the Issuing Authority. If technically feasible, schools shall be permitted at their own cost to upgrade said modems to multi-user modems if needed for said school. The Licensee currently provides its broadband Internet Service (BELD.net) to the Town offices (See Schedule 3.5 for the details of the Internet service provided by Licensee to the Town), and shall continue to do so at no charge to the Town and shall continue to work with the Issuing Authority to provide said service where required for municipal offices.

Section 3.6 Emergency Audio Alert

The Licensee shall provide an emergency audio alert system in compliance with FCC emergency alert requirements and the terms hereof. This system will enable the Issuing Authority or his/her designee to override by means of touch-tone telephone, or by other mutually acceptable technology, all channels

permitted by the FCC on the subscriber system with the emergency message. 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 FCC emergency alert regulations, and, if requested by the Issuing Authority, report on same to the Issuing Authority.

Section 3.7 Stand-by Power

Within 120 days from completion of any system upgrade or rebuild, 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 back-up 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 layout, such equipment must be in a low-profile electronic control box as shown in Schedule 3.10 (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 denied. All such equipment shall be shown on the construction maps submitted to the Town in accordance with Section 3.2 herein.

Section 3.11 Private Property

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

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 and the National Television Standards Code to the extent adopted in Massachusetts by statute or regulation and which apply to cable television, 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. 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 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's efforts to secure such reimbursement.

Section 3.22 ECONOMIC DEVELOPMENT AND THE CABLE SYSTEM

To provide Braintree businesses with information and technical assistance on cable services, Licensee shall designate one of its employees as liaison to the Braintree business community. Licensee's business liaison shall, upon reasonable request of Braintree 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 Braintree 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 Braintree Chamber of Commerce, if requested to do so by the Braintree Chamber of Commerce.

3.23 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 FCC signal leakage requirements.

ARTICLE 4

RATES AND PROGRAMMING

Section 4.1 INITIAL RATES

The initial rates for all programming, installation and equipment that 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 due to franchise and programming cost, final contract negotiations with content providers, and inflation and other adjustments, pursuant to applicable law.

Section 4.2 ELIGIBLE SENIOR CITIZEN DISCOUNT

(a) Licensee shall offer a \$2.00 or 5% per month senior discount (whichever is greater) to all senior citizens in Braintree age sixty-two (62) and older, with said discount applicable to subscribers of the Reception Only, Basic Service and the Expanded Service Tiers. The discount will not apply to pay-per-view services, installation fees or premium channels.

Section 4.3 RATE REGULATION

In state proceedings, if any, on the regulation of rates in the Braintree cable system, Licensee shall copy the Issuing

Authority and the Cable Committee on filings in such state 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. In federal rate proceedings, if rate filings are public records, Licensee shall, upon request of the Issuing Authority, provide same to Issuing Authority.

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 pending final contract negotiations

with content providers and as pursuant to applicable law.

b. Although the parties acknowledge that the Issuing Authority cannot regulate Licensee's programming or program line-up, the parties acknowledge the Issuing Authority's legitimate advisory role relative to cable services provided and Licensee will, 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 to the extent allowed by law.

Section 4.6 LEASED ACCESS

Pursuant to the Cable Act, 47 U.S.C. 532 (b), Licensee will make available channel capacity for commercial use by persons unaffiliated with Licensee and upon request for same, if any, leased access channel 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 and modify its programming to reflect the interests of Braintree subscribers and shall use reasonable efforts to develop reliable survey information on the interests of said Braintree 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 that 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 Braintree 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

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. Licensee shall work the other Licensee(s) in the Town to provide the Cable in the Classroom support desired by school administrators in the Town.

Section 4.12 STEREO TV TRANSMISSIONS

Licensee shall transmit in stereo broadcast and satellite services capable of being received in stereo.

Article 5

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS/LOCAL ORIGINATION
FACILITIES AND SUPPORT; BRAINTREE HIGH SCHOOL STUDIO

Section 5.1---PEG ACCESS/LOCAL ORIGINATION PROGRAMMING

(a) Option 1: The Licensee shall annually provide five percent (5%) of gross annual revenues to the Issuing Authority to support the PEG Access/Local Origination Programming provided by the Existing Licensee. This amount shall match, but shall not surpass, the total annual dollars expended by the Existing Licensee to support the studio. The intent of such an arrangement is that the Licensee shall match the Existing Licensee's level of expenditure existing as the effective date hereof. The Issuing Authority will provide prior confirmation of the dollars expended by the Existing Licensee in support of the studio. The Licensee shall work with the Existing Licensee to reach a mutually agreeable arrangement for sharing resources, including but not limited to alternating municipal meeting coverage, in order to ensure all PEG/LO Programming conditions

set forth by the Issuing Authority are complied with in a fair and equitable manner. Said arrangement will be based on consultation with and approval of the Issuing Authority.

(b) Option 2: If the Issuing Authority establishes an access corporation to operate PEG access facilities funded pursuant to this license, the Licensee shall pay to the Issuing Authority or access corporation, as determined by the Issuing Authority, 5% of gross annual revenues to support the access corporation. Said funds shall be payable to a restricted PEG access account, in the nature of a grant account, and not into the General Fund. This paragraph b. shall apply at the election of the Issuing Authority and shall be in lieu of paragraph a. above.

(c) Option 3: Alternatively, if the Issuing Authority does not establish an access corporation, and if a mutually agreeable arrangement cannot be achieved by the Licensee and the Existing Licensee for access to PEG/LO programming and the studio at Braintree High School, the Licensee shall use the 5% of gross annual revenues to fund its own studio. Said studio and operation thereof shall have staffing, production, and other support substantially equivalent to that provided by the Existing Licensee. This alternative shall be subject to the approval of the Issuing Authority.

Section 5.2--- PEG ACCESS/LOCAL ORIGINATION STUDIO

The Licensee shall work with the Existing Licensee to develop procedures for the shared utilization of the studio located at Braintree High School, subject to Section 5.1.

Section 5.3 --- PEG ACCESS AND LO CHANNELS

(a) Upon the Effective Date, the Licensee shall make available a combined L-O/public access full video Downstream Channel for Braintree PEG Access use; an educational access channel and a municipal access channel. If under Section 5.1 b, an Access Corporation is created, the foregoing channel referred to as an LO/access channel, shall be referred to as an access channel.

(b) Said three (3) PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers, at no cost to Subscribers, the Town and/or PEG Access Users. The Licensee shall provide upstream channel capacity for PEG Access/LO channels equal in number to the number of PEG Access/LO channels. The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, once established, without sixty (60) day advance, written notice to the Issuing Authority.

(c) Said PEG Access channel(s) shall be maintained and operated by the Licensee at no charge to Users except that the Town shall

be responsible with respect to operation of the municipal channel, except as otherwise provided herein. Operating rules for the public access channel shall be formulated by Licensee with, upon request, consultation of the Issuing Authority or its designee. If an Access Corporation is created pursuant to Section 5.1 b, the Access Corporation shall, subject to Issuing Authority approval, be responsible for said operating rules. The School Department and Issuing Authority shall retain ultimate control over educational and municipal access programming respectively and Licensee shall be held harmless and indemnified for such School Department and Municipal Channels except for acts, if any, arising from use of the educational and municipal channels by Licensee.

(d) The Licensee shall monitor the PEG Access Channels (including upstream channels) for technical quality and shall ensure that they are maintained at standards commensurate with those, which apply to the Cable System's commercial channels. Licensee shall ensure that the signals it transmits shall meet FCC signal quality standards. 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 5.4---PEG ACCESS/LO EQUIPMENT/FACILITIES AND FUNDING

(a) The Licensee shall provide \$313,500.00 in total capital for PEG/LO access purposes, subject to approval of the capital purchases by the Issuing Authority or its designee. Inclusive as part of the \$313,500.00 are any capital dollars remitted by the Licensee to the Existing Licensee as part of an agreement for access to the local studio and PEG/LO programming (but shall not include payments made by Licensee to Existing Licensee, if any, pursuant to Section 5.1). Alternatively, if an agreement for local studio access and PEG/LO programming is not reached by the Licensee and the Existing Licensee, any capital dollars expended by the Licensee to construct its own studio and purchase its own equipment will be credited to the \$313,500.00, but shall not include any annual payments remitted under Section 5.1, and under this alternative such capital expenditures likewise shall be subject to the approval of the Issuing Authority, or its designee.

Also inclusive as part of the \$313,500.00 are the capital dollars expended by the Licensee to provide I-Net-related equipment, I-Net service and high-speed Internet Access to municipal and school buildings in the Town. This amount totals

a capital expenditure of \$155,100.00. The details of these expenditures are found in Schedule 5.4 attached to this license. Hence, for the balance of said \$313,500.00, the Licensee shall remit to the Town a total of \$158,400.00, thirty percent (30%) of which will be payable twelve months from the date of the grant of the final license. An additional twenty-five percent (25%) will be payable twenty-four months from the date of the grant of the final license. The remaining forty-five percent will be payable in eight (8) equal payments at the end of each fiscal year of operation. Said payments will be reduced by any capital dollars spent by the Licensee for local studio and PEG/LO access, but shall not be reduced by the funds spent by the Licensee pursuant to Section 5.1.

(b) In no case shall the foregoing \$313,500.00 be counted against any License Fee payment required by applicable law.

(c) The amount of PEG access capital dollars per CATV subscriber per year expended by the Licensee shall be not less than the amount of PEG access capital dollars per CATV subscriber per year expended by the Existing Licensee. For purposes of this calculation, the number of CATV subscribers shall be quantified as of December 31 of each year. In the event

of a level playing field proceeding, if Licensee is found to expend less capital over the length of this contract than necessary, Licensee shall make additional capital payments as necessary.

Section 5.5---WEEKLY LO PROGRAMMING

(a) The Licensee shall cablecast, at a minimum, an average of fifteen (15) hours of unduplicated LO programming each week, plus or minus 10%; provided, however, that said fifteen (15) hours per week may be averaged over a fifty-two (52) week period. The Licensee will work with the Existing Licensee and any other Licensees to establish a process for the transmission of LO programming over the Licensee's CATV system. The Licensee shall track its LO programming hours on a monthly basis and submit a monthly LO programming log to the Issuing Authority or its designee(s). In the event that the Licensee is not cablecasting an average of fifteen (15) hours of weekly LO programming, it shall take measures to increase its weekly LO programming accordingly.

(b) The Licensee shall continue to cablecast events of interest to Subscribers. Municipal meetings shall be covered by all licensees in the Town based on a mutually agreed upon schedule. The Licensee will work with the Existing Licensee to provide

coverage of municipal meetings. In the event the various licensees do not agree on a shared arrangement for coverage of municipal meetings, if requested by the Issuing Authority, Licensee shall allocate a portion of its annual payments under Section 5.1. to ensure coverage of Board of Selectmen and School Committee Meetings, subject to Issuing Authority approval of the allocation.

(c) The Issuing Authority and/or its designee(s) may identify new areas of importance for LO programming and submit such information to the Licensee. The Licensee shall work with the Existing Licensee to consider such information in its determination of the programming to be included in its weekly LO programming line-up.

(d) Licensee shall operate and maintain playback equipment, and use best efforts to use same to replay existing local programming or display the community bulletin board during times when new product is not available.

(e) If the Licensee produces a local municipal meeting program at some point during the effective dates of this license, the Licensee shall provide to the Board of Selectmen and to the School Committee, or to the designee(s) of the Selectmen and School Committee, a videotape or copy which is produced by the

Licensee of each Board of Selectmen and School Committee meeting and shall provide said videotape originals within two weeks from the videotaping of said meetings and copies two days from the videotaping of said meetings. The Issuing Authority and School Department shall continue to provide videotape stock for the foregoing.

Section 5.6---PEG ACCESS/LO PROGRAMMING MANAGEMENT

(a) The Licensee shall have the continuing responsibility of providing PEG Access and LO programming produced by the Existing Licensee to Braintree subscribers subject to School Department and Issuing Authority responsibility for Educational and Municipal Access pursuant to Section 5.1 of this license and the terms herein.

(b) PEG Access programming shall be a cooperative effort among the Licensee, the Existing Licensee, any additional licensees, the Issuing Authority, the Cable Advisory Committee and the Braintree School Department subject to Section 5.1 and the terms herein.

Section 5.7---ACCESS CABLECASTING

(a) In order that PEG Access and LO programming can be cablecast over the three (3) Downstream PEG and LO Channels, all PEG and LO programming shall be modulated, then transmitted upstream from

locations with origination capability, to the headend, on one of the upstream channels; provided, however, that the Licensee shall not be required to purchase modulators additional to those required herein. At the headend, said PEG Access and LO programming shall be retransmitted in the downstream direction on one of the three (3) Downstream PEG and LO Access Channels. The Licensee shall provide reasonable technical and programming advice and consultation regarding use of the Access Channels and I-Net and remote cablecasting of PEG Access programming.

(b) It shall be the Licensee's sole responsibility to ensure that said PEG Access 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 Town for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access and LO Programming. The Licensee shall provide and maintain, repair and replace all necessary switching and/or processing equipment in connection with the foregoing including modulators as needed for each access channel with the Town Hall, High School and East Jr. H.S. to be provided fixed modulators.

(c) 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. The Issuing Authority may designate an appropriate agency or entity to manage or provide assistance in its operation of the government access channel.

Section 5.8---CENSORSHIP; PRODUCER RESPONSIBILITY

Neither the Town nor the Licensee shall engage in any program censorship or any other control of the content of Public Access Programming on the Cable System, except as otherwise required or permitted by applicable law and the School Department and Issuing Authority retain control over, respectively, School Department educational access programming and Issuing Authority municipal access programming. 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 may 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 Licensee are responsible for said individual's programming. Notwithstanding the foregoing, the parties acknowledge that Licensee may exercise reasonable non-discriminatory editorial scheduling on the public access channel as needed during hours when children are likely to be viewing. Any unprotected speech, including but not limited to obscenity, and material infringing any third party rights, including but not limited to copyright, may, in accordance with applicable laws be restricted or prohibited.

Section 5.9---PEG ACCESS AND LO PROGRAMMING COSTS

(a) There shall be no charges to the Town and/or PEG Access Users for use of the PEG Access facilities required herein. 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 and/or LO 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 said laws and/or regulations.

(b) The Licensee shall provide the Town with appropriate FCC forms in accordance with applicable FCC regulations showing any

such externalized, line-itemized and/or passed-through PEG Access and/or LO costs.

Section 5.10 "GRANDFATHERING"

Any equipment or facilities provided to the Town of Braintree or its schools and located in Braintree prior to the effective date of this License, or equivalent equipment, shall remain in Braintree throughout the term hereof.

Section 5.11 MISCELLANEOUS PROVISIONS

Consistent with the current underwriting standards for charitable non-profit, non-commercial television stations, notices of support and underwriting may be included adjacent to public access programming on the public access channel.

5.12 INSTITUTIONAL NETWORK

(a) The Licensee shall continue to operate and maintain, without charge(s) to the Town its existing Institutional Network ("I-Net"). Said I-Net shall continue to be capable of providing not less than ten 6 MHz channels in the downstream direction and providing not less than ten 6 MHz channels in the upstream direction Said I-Net shall be usable for point to point video and data transmissions between Town buildings. Further to I-Net, the Town agrees to enter good faith negotiations with Licensee in the event Licensee offers alternative I-Net

technology equal or superior to those provided hereunder and in such negotiations the Town will consider use of such alternative I-Net technology, including use of I-Net channels having less than 6 MHz bandwidth, subject to mutual agreement of the parties.

(b) Designated users shall be able to transmit to other institutions using a modulator or modem with the cost of such end user equipment to be borne by user except as otherwise expressly provided herein and excepting the Town shall have title to any modulators and I-Net user equipment provided to the Town under the License.

(c) The Town shall have the exclusive right to program a minimum of ten (10) downstream I-Net channels and ten (10) upstream channels on the I-Net.

(d) Licensee shall provide without charge to the Town, an activated outlet to Public Buildings along the cable routes at the request of the Issuing Authority. Licensee shall continue to maintain I-Net drops and outlets to municipal and school buildings and classrooms wired for the same prior to the Effective Date or entitled to connection under the Prior License. (See Schedule 5.12 list) Licensee shall provide without charge to the Town, twenty-five (25) additional such outlets to

public buildings along its cable routes, designated by the Issuing Authority and listed in Schedule 5.12. The Issuing Authority may request I-Net outlets in addition to the foregoing for public buildings that Licensee shall install at cost. Connections to said I-Net shall be completed within sixty (60) days after a request thereof from the Issuing Authority. Licensee shall discuss the location of each connection with the proper officials in each of the buildings/institutions designated to receive a drop prior to the installation of such a drop. The location of all I-Net drops shall be determined jointly by the Licensee and the Issuing Authority, or its designee.

(e) Unless otherwise provided herein, the Town and its designated I-Net users shall be solely responsible for the purchase, maintenance and replacement of any and all user terminal equipment such as modems and modulators, however, the Licensee shall be responsible for the I-Net distribution system, headend, I-Net hub site or other equipment necessary to make the I-Net function, including responsibility for the underlying I-Net or distribution cables, wires, amplifiers and switching equipment. Upon request, the Town agrees to exercise best efforts to provide the Licensee with appropriate space for an I-

Net hub site. The Licensee shall also be responsible for equipment to enable the I-Net to interact with the Subscriber Network such that I-Net transmissions may be transmitted upstream to the headend via the I-Net channel and downstream on an Access Channel.

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

(1) The Town may not lease out any portion of the I-Net to any third party or allow the I-Net to be used by a third party for commercial purposes except by agreement of the Licensee and Issuing Authority.

(2) The Town may install its preferred equipment, provided, however, the equipment to be used has been pre-approved for technical compatibility by Licensee in advance of connection to the I-Net. Pre-purchase approval by the Licensee is recommended.

(3) Notwithstanding the initial availability of ten upstream and ten downstream I-net channels to the Town under Subparagraph (c), upon demonstrated need, if any, the Town may have available

use of additional I-Net channels up to a total of fifty percent (50%) of the downstream capacity (including the original ten) of the I-Net and a total of fifty percent (50%) of the upstream capacity (including the original ten) of the I-Net for municipal and school use. The remaining capacity of the I-Net (50% of the upstream and downstream channels) shall be reserved by the Licensee for its exclusive use, provided that the Licensee's use shall not interfere with the municipal use;

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

(1) Licensee shall maintain I-Net video signal quality as prescribed by FCC Rules and Regulations, Part 76.

(2) Licensee shall reasonably determine and assign the transmit and receive frequencies for all I-Net users subject to reasonable consultation with the users.

(3) Licensee shall determine and design the correct signal strength levels necessary at each location subject to reasonable consultation with the users.

(4) The I-Net shall be usable for transmission of not less than 10 mbs and Licensee shall not interfere or in any way prohibit user interconnection of multiple work stations/computers or school or municipal Local Area Networks to multi-user modems

provided by municipal or school departments.

(h) Upon written request of the Town, Licensee will provide the Town with reasonable engineering assistance, subject to availability, by its staff during the term of this License to assist Braintree in developing the use of the I-Net or return capability.

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 FCC 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 Town of Braintree 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 Braintree customer service/business office shall be open for walk-in business from 7:30 AM to 4:30 PM Monday through Friday.

Licensee shall establish evening hours one evening per week or Saturday hours 9:00 AM to 12:00 PM 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 7:30 AM to 4:30 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 toll-free telephone service for subscriber telephone access.

(b) Licensee shall provide a live telephone answering service, during other times that 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 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 its Braintree office for Braintree office staff.

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. 76.309(c), 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 (VCRs) with cable services(s), including the cost for hooking up VCRs so that they function as manufactured, and any other associated VCR costs or charges.

d. Written information concerning the availability of special equipment such as VCR kits, A/B switches, 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 CMR 10.00 et seq and the Town acknowledges 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. 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 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 47 U.S.C. §551:

(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 customer service 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 or commercial user; 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 or commercial user 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 continue the present practice of wearing 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, geographical location within the Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of Federal and State regulations concerning non-discrimination.

Section 6.19 DAMAGE OR LOSS OF EQUIPMENT

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 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. The Licensee is subject to the Massachusetts Tort Claims Act. Upon receipt of notice in writing from the Town, the Licensee shall at its own expense defend any such actions or proceedings

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 Licensee shall fully control any compromise, settlement or other resolution or disposition of such claim or proceeding; and

3. The Town shall fully cooperate with the reasonable requests of the Licensee in its control of any compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (2) above.

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. Licensee is fully covered under the Massachusetts Tort Claims Act.

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) Licensee is covered by the Massachusetts Tort Claims Act.

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 fifty thousand dollars (\$50,000.00). 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.

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 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 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 License that 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 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 operate the Institutional Network as required by Article 5 herein; and/or

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

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

(iv) 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 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-itemized or in any way otherwise passed-through to Braintree 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 and L-O provisions (pursuant to Section 7.6(a)(iii) herein) with said exclusion from PEG-L-O pass-throughs not to exceed the PEG-L-O pass-through exclusion amounts provided for in Article 5 of this License.

(ii) In the event that additional personnel and/or materials are necessary to operate the I-Net as required (pursuant to Section

7.6(a)(i) herein), the parties hereto understand that the costs for such personnel and/or materials may be externalized, line-itemized or otherwise passed-through to Braintree subscribers. In the event that any such costs will be externalized or line-itemized, the Issuing Authority, or its designee(s), and the Licensee shall discuss the advisability of requiring any such additional personnel and/or materials, prior to the Licensee adding any such personnel and/or materials.

(iii) No decision by the Issuing Authority or the Town to invoke any remedy under this 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 BRAINTREE CABLE ADVISORY COMMITTEE

At the discretion of the Issuing Authority, the Braintree 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 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 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 47U.S.C. §551 , 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 Division, 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 Division 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 installation. Should performance 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, 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, and statement of ownership which shall be open to public inspection and Commission Form 400. Such statements and balance sheets shall be sworn to by the person

preparing same and by an Area Treasurer, Area Controller, or Chief Financial Officer 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.

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 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 Braintree, 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, CAPTION

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 Braintree Cable Advisory Committee.

WITNESS OUR HANDS AND OFFICIAL SEALS, THIS ____ DAY OF
September, 2000.

TOWN OF BRAINTREE
Board of Selectmen
As Issuing Authority:

Approved as to form:

William August, Esq.
Epstein & August, LLP
Special Town Counsel

This License is hereby
accepted by:

Braintree Electric Light
Department.

By:

TABLE OF SCHEDULES

- 3.5 Town Offices Licensee Provides with Internet Access
and Mailboxes
- 3.10 Low profile Cable System Pedestals/vaults
- 4.1 Initial Rates
- 4.4 Broad Categories of Programming and Other Services
- 4.5 Initial Programming Tiers
- 5.4 Capital Payments Expended by Licensee on
Communications Infrastructure
- 5.12 I-Net
- 6.3 FCC Customer Service Regulations
- 6.7 Billing and Termination Regulations

SCHEDULE 3.5

**Town Offices Licensee Provides with Internet Access and
Mailboxes**

Town Offices Provided With Internet Access by Licensee

**Fire Department
Highway Department
Libraries
Police Department
Retirement Board/Council on Aging
Braintree Town Hall
Water and Sewer**

Services Provided

Town Domain
Main Domain
Hosting Police Website
Hosting Planning Site
Golf Course Modem
Mailboxes (107)

SCHEDULE 4.1

Initial Rates

SCHEDULE 4.4

Programming Categories
And Other Services

Municipal meetings

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

SCHEDULE 4.5

Initial Programming Tiers

SCHEDULE 5.4

**BELD Capital Expenditures on Town of Braintree Communications
Infrastructure**

Braintree Public Schools

BELD designed and constructed a high-speed data network interconnecting twelve (12) Braintree school buildings. The capital expended by BELD to provide the electronics for this project is as follows:

\$79,600 **Total School Network Capital Costs for Fiber
Electronics**

Municipal Building Network Capital Costs

BELD designed and constructed a high-speed fiber optic network that interconnects most municipal buildings in the Town of Braintree. In addition, BELD is currently providing broadband Internet service (BELD.net) to most municipal buildings in Town free of charge. The total capital expended to design and construct the network for the municipal offices is as follows:

\$75,500 **Total Municipal-Related Fiber Network
Capital Costs**

\$155,100 **Total Capital Expended by BELD for Town of
Braintree Communications Infrastructure**

Note 1: BELD also provided the CAT-5 wiring for a number of Town buildings including the Town Hall, Fire Headquarters, Water & Sewer, and the Council on Aging. *These costs are not reflected in the quotes above.*

SCHEDULE 5.12

EXISTING TOWN AND SCHOOL BUILDINGS SERVED BY BELD I-NET

Schools

Colbert	Pond Street
Eldridge	46 Lincoln Street
Highlands	144 Wildwood
Hollis	482 Washington
Lakeside	Lakeside Drive
Liberty	49 Proctor Road
Monatiquot	25 Brow Avenue
Morrison	15 Mayflower
Ross	20 Hayward Street
East Middle School	305 River
South Middle School	232 Peach
Braintree High School	128 Town Street
Foster	(Planned for future)

Municipal Offices

Administrative Services	482 Washington Street
Business Office	
Payroll Office	
Food Services	
Superintendents Office	
Council on Aging	71 Cleveland Ave
Dog Officer	Off Union Street
Fire Department	9 Union Street
Fire Station	East Braintree
Golf Course	Jefferson Street
Handicapped Commission	JFK Memorial Drive

Highway Department	Union Street
Housing Authority	25 Roosevelt Avenue
Library - Main	798 Washington Street
Library - Watson Park	Quincy Avenue
Park Department	Off Union
Plant and Maintenance	300 River Street
Police Department	282 Union Street
Sewer Department	JFK Memorial Drive
Town Clerk	JFK Memorial Drive
Town Offices	JFK Memorial Drive
Water Department	2 JFK Memorial Drive

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.