

COMMONWEALTH OF MASSACHUSETTS

TOWN OF BOURNE, MA

RENEWAL CABLE TELEVISION LICENSE

ISSUED TO

HARRON CABLEVISION OF MASSACHUSETTS, INC.

ARTICLE 1

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.

Cable Act: Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and as amended by the Telecommunications Act of 1996, P.L. No. 104-458.

Cable Television System or Cable System: As defined in the Cable Act the term Cable System or Cable Television System shall mean 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 a community.

Channel: As defined in the Cable Act, a portion of the electronic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel (as channel is defined by the Commission by regulations).

Division: The Massachusetts Department of Telecommunications and Energy, Cable Television Division, or a successor agency.

Downstream Channel: A Channel over which signals travel from the Cable System headend to authorized locations within the System.

Educational Access: The video programming, channels and facilities allocated to the Town of Bourne for educational use in accordance with this agreement and with the federal Cable Act, 47 U.S.C. 531.

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

Gross Annual Revenues: All revenues from the operation of the cable television system within the Town received by Licensee from Subscribers for the provision of cable services, (including but not limited to basic, expanded, pay per view, premium and other cable services), customer equipment and service charges (including but not limited to converters and remote control charges and installation, disconnection and reconnection charges), revenue from advertising sales less agency fees, home shopping, and leased access revenues. Gross Annual Revenue shall not include deposits, refunds and credits made to Subscribers, bad debt, revenue from Subscribers designated by Licensee as payment of its franchise fee obligation, or taxes imposed on the services furnished by Licensee herein which are imposed directly upon any subscriber or user by the local or other governmental unit and collected by Licensee on behalf of such governmental unit.

Issuing Authority or Franchising Authority: The Board of Selectmen of the Town of Bourne, Massachusetts, acting as the cable franchising authority pursuant to M.G.L. ch. 166A, s. 1.

Lease Channel or Leased Access: Any channel available for lease for video programming by person other than Licensee in accordance with 47 U.S.C. 532.

Licensee: Harron Cablevision of Massachusetts, Inc. d/b/a Adelphia Cable Communications Inc., or any successor or transferee.

Municipal or Governmental Access: Any channel or time thereon which has been allocated for municipal use by the Board of Selectmen, or municipal departments in accordance with this agreement and the federal Cable Act, 47 U.S.C. 531.

Premium Services: Video programming delivered for a fee or charge to subscribers on a per-channel basis.

Pay-Per-View: Video programming delivered for a fee or charge to subscribers on a per-program or part day basis.

Public Access: The local facilities, equipment, training and/or channels of the Cable Television System which are available for use by any resident of, or any organization based in or serving the Town, as provided in this agreement and in accordance with 47 U.S.C. 531.

Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, alleys, sidewalks, lanes, boulevards, concourses, and driveways to which the Town has rights compatible with the installation of cable and ancillary equipment pursuant to this License, now or hereafter existing.

Subscriber: Any person, firm, corporation or other entity who or which elects to subscribe to, and is authorized to receive Licensee's service by means of, or in connection with, the Cable Television System.

Town: The Town of Bourne, Massachusetts.

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

VCR: Video cassette recorder.

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

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 amended, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Bourne acting as the Issuing Authority of the Town, hereby grants a non-exclusive cable television renewal license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Television System within the municipal boundaries of the Town as authorized herein. Subject to the terms and conditions herein, the Issuing Authority grants to Licensee, the right to construct, upgrade, install, operate and maintain the Cable Television System in, under, over, along, across or upon the Public Ways including public streets, lanes, avenues, alleys and sidewalks within the Town or within the subsequent additions thereto, for the purpose of Cable Television System reception, transmission, collection, amplification, origination, distribution, or redistribution of audio, video, text, data or other signals to provide cable service . The Issuing Authority will exercise reasonable efforts to assist Licensee to gain access to, or exercise its rights to, the aforesaid Public Ways and easements.

Section 2.2 APPLICABLE LAW

This License is granted pursuant and subject to Chapter 166A of the Massachusetts General Laws; pursuant and subject to the federal Cable Acts of 1984 and 1992, 47 United States Code 521 et seq., and pursuant and subject to other general local, state and federal laws, and regulations, including but not limited to regulations of the Massachusetts Department of Telecommunications and Energy and the Federal Communications Commission.

Section 2.3 TERM OF LICENSE

This License shall commence upon _____ and terminate at midnight on _____.

Section 2.4 TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

(a) To the extent required by federal law and/or M.G.L. c. 166A, sec. 7 and 207 C.M.R. 4.00 and applicable federal law, 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 withheld. Such consent shall be given only after a public hearing upon a written application therefore as provided by the Federal Communications Commission and/or the Massachusetts Department of Telecommunications and Energy and on forms prescribed by said Commissions. The application for transfer consent shall be signed by authorized representatives of the Licensee and by the proposed transferee or assignee. For the

purposes of this section, an assignment of the Cable System or its assets or a part thereof to a bank or other lender for security for borrowing funds shall not constitute a transfer unless said bank or lender exercises effective control over the system.

(b) In considering a request to transfer control of this License, the Issuing Authority may consider factors such as the transferee's financial, legal and technical and management qualifications in accordance with state law and FCC Regulations.

(c) Any transfer of assignment of License shall, by its terms, be expressly subject to the terms and conditions of this License. Any transferee or assignee of this License shall be subject to all of the terms and conditions in this License.

(d) The Licensee shall promptly notify the Issuing Authority of any action or proposed action requiring the consent of the Issuing Authority pursuant to this Section.

(e) Transfer of the Cable System without Issuing Authority consent shall be null and void, and shall be a material breach of this License.

(f) If the Issuing Authority lawfully denies its consent to any such transfer and a transfer is or has nevertheless been effected, the Issuing Authority may revoke and terminate this License subject to Section 7.15 of this License.

(g) Transferee shall reimburse the Town for its reasonable administrative costs associated with transfer of the license to a company not controlling or controlled by Licensee, including, but not limited to, all public advertising costs, stenographic recording and necessary professional service up to a sum of \$2,000.00 within sixty (60) days of the Town's presentation of documentary receipts for the same.

(h) Transfer of this License between commonly controlled corporations or between parent and subsidiary within the definitions established under 207 CMR 4.02 shall not require approval by the Issuing Authority.

Section 2.5 NON-EXCLUSIVITY OF GRANT

(a) This License shall not affect the right of the Issuing Authority to grant to any other person, company or other entity a license or right to occupy or use the streets, or portions thereof, for the construction, installation, operation or maintenance of a Cable Television System within the Town or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any lawful purpose whatsoever.

(b) The Town agrees that any grant of additional cable television licenses or OVS (Open Video System as defined by the F.C.C. and federal law) authorizations by the Town to any other entity to provide video or other services similar to those provided by Licensee pursuant to this License and over which the Town has regulatory authority shall not be on terms and conditions, more favorable or less burdensome to the grantee of any such additional license than those which are set forth herein. In any renewal of this License, the Town, should it seek to impose increased obligations upon Licensee, must take into account any additional license(s) or authorizations previously granted and find that the proposed increased obligations in the renewal are not more burdensome and/or less favorable than those contained in the additional license(s) or authorizations.

ARTICLE 3

SYSTEM DESIGN, CONSTRUCTION AND OPERATION

Section 3.1 RESIDENTIAL CABLE SYSTEM

(a) Licensee will upgrade its cable system in the Town to a minimum bandwidth of 750MHz including digital capacity with return capabilities for delivery of a combination of analog and digital services. Licensee will rebuild the system using a combination of coaxial and fiber optic cable and in a manner which will ensure that the system will be flexible and adaptable to future technological development. The backbone or trunk cable connecting Licensee's headend to the system as well as backbone or trunk cable extensions to local distribution nodes shall utilize fiber optic wires and fiber to the feeder architecture. The system will be capable of delivering a high speed data service however, the Licensee reserves the right to not provide this high speed data service if it chooses. Licensee may modify the design of the system and its use of transmission technology as the upgrade progresses but will meet the minimum specifications outlined herein. Licensee will complete the upgrade within eighteen (18) months of the effective date of this License.

(b) Licensee's performance of its obligation to begin and complete such system upgrade will be extended or modified as reasonably necessary in the event of any undue delay by parties other than Licensee in obtaining permits, approvals, licenses or permissions, including third-party utility pole owner make ready work ("permits") or the timely completion of required make ready work by such third-party utility pole owner resulting from the failure or delay by the Town, any other regulatory authority, any railroad or common carrier, any electric utility, or any telecommunications carrier or

local exchange carrier, to issue such permits upon a timely request submitted by Licensee or its contractor representative accompanied by the tender of any required permit fee.

Licensee will provide the Issuing Authority with written notice in the event of any such extension or modification. This notice shall state in reasonable detail the cause of such delay.

(c) Licensee will provide the Town with regular monthly reports of the progress of the upgrade and will provide the Issuing Authority with thirty (30) days prior written notice of activation of any additional programming made possible by additional channel capacity. Upon written request of the Issuing Authority Licensee shall meet with the Issuing Authority or its designee, to discuss, for advisory purposes only, program changes and services.

(d) The Licensee will maintain the plant with upstream capability for digital, audio, and video return for local origination and/or public access programming.

Section 3.2 HEADEND

All signals will be received and distributed at a headend/hubsite for so long as the Town is served by Licensee with such additional sub-headends or microwave links as Licensee considers appropriate. The headend/hubsite will be capable of processing and the system will be capable of transmitting community-specific programming independent from that offered other franchise areas and said capability shall be with respect to access and commercial programming. The headend/hubsite shall be capable of receiving the major commercially available satellite channels. Headend/hubsite and any 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 required by this License and federal law.

Section 3.3 SERVICE AREA

The residential Service Area shall be the entire Town of Bourne, including residents at the Massachusetts Military Reservation.

Section 3.4 SERVICE TO RESIDENTIAL DWELLINGS

The Licensee shall make its service available to every residential (non-commercial) dwelling unit in the Service Area in the Town regardless of the type of dwelling, or its geographical location. Installation costs shall be non-discriminatory 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 250 feet of the cable plant shall be entitled to a standard aerial and/or underground installation rate.

Section 3.5 REMOTE ORIGINATION POINTS

Licensee shall, at its own expense, continue to maintain return paths at the locations identified in Schedule 3.5.

In order that upstream transmission can emanate from said origination points, Licensee shall provide to the Town two (2) portable modulators, in addition to those provided to the Town pursuant to the prior License. Such modulators will be ordered by the Licensee within thirty (30) days of a written directive from the Issuing Authority.

Licensee will install such modulators within thirty (30) days of Licensee's receipt of such modulators.

Section 3.6 SERVICE TO BUILDINGS OTHER THAN PUBLIC SCHOOLS

Licensee shall continue to provide, free of charge, a standard installation of an activated outlet of non-premium cable service to all public libraries, police and fire stations and other public buildings designated in writing by the Issuing Authority with costs of the portion of a drop in excess of 250 feet, if any, from active plant to be provided at the cost of labor and materials.

Section 3.7 SERVICE TO PUBLIC SCHOOLS

(a) Licensee will continue to maintain, at no charge, an activated outlet in every classroom in Bourne High School, Bourne Middle School and in all other Bourne public schools. The Licensee shall consult with Issuing Authority on the design and location of any new outlets. Licensee shall equip these locations with converters if necessary to receive service. Licensee shall maintain these converters and cable plant for normal wear and tear, but the Licensee shall not be responsible for repairs or replacement necessitated by acts of vandalism, negligence, loss, theft or other extraordinary circumstances. The Licensee shall discuss each new location of each new connection with the proper officials of the public schools prior to the installation of service. The foregoing shall also apply to schools constructed, if any, within 500 feet of Licensee's distribution plant during the term of this License. With respect to new school construction upon no less than one hundred twenty (120) days written notice from the Issuing Authority of such

construction, Adelphia will provide and install standard cable wiring, materials and specifications to provide such service.

(b) Should the School Department directly receive non-commercial educational satellite programming at any Bourne public school, or should the School Department originate non-commercial educational programming, Licensee shall dedicate channel capacity to retransmit such educational programming to other Bourne public schools over the educational access channel. The School Department will be responsible for use of such educational channel.

(c) Licensee will install one connection and one modem for Internet access, including Internet service to said one modem, to each public and private school and library in the Town of Bourne at no charge to the Town.

Section 3.8 EMERGENCY AUDIO ALERT

(a) The Licensee shall provide an emergency audio override alert system in accordance with FCC Regulations. This system will enable the Issuing Authority or designated police, fire or other public officials responsible for public safety to gain audio access onto the Cable Television System by using any touchtone telephone to override channels on the Cable Television System with the emergency telephone message and shall comply with any more restrictive emergency alert requirements of the Federal Communications Commission, Massachusetts or the Town if cable television systems are expressly subject to such FCC, Massachusetts or the Town emergency alert requirements.

The names of any designated users shall be provided in writing to Licensee by the Issuing Authority and use of said override shall be limited to bonifide emergency uses. The Issuing Authority shall issue a policy statement to said users explaining the limitations on use and shall provided Licensee with a copy of same. The audio alert shall be substantially similar to those currently in use by the cable industry and shall provide an audio signal over blank screen in its method of emergency communication. The Town shall hold the Licensee harmless for any acts of the Town in connection with the Town's use of said emergency audio override except to the extent that Licensee may be jointly or severally responsible. Further to the above, Licensee acknowledges that the Town of Bourne is within the planning group for Plymouth Nuclear Power Plant, and Licensee will be available to the Board of Selectmen of Bourne Police Department as reasonably needed to advise them of feasible emergency communications uses of the cable system in connection with same.

(b) Licensee shall provide, at cost, one A-B switch per municipal location upon Issuing Authority written request, for municipal outlets, to facilitate switching from cable to broadcast transmission during a loss of service.

Section 3.9 STAND-BY POWER

The Licensee shall continue to maintain the three hour, standby power at the Headend Facility and critical node facilities. Such stand-by power at the Headend shall have continuous capability, contingent upon availability of fuel necessary to operate generators, shall become activated automatically upon the failure of normal power supply, and shall be installed upon completion of the upgrade described herein.

Section 3.10 TREE TRIMMING

In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the Cable System, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. Cutting of trees on Town property, and public ways shall be done in accordance with the applicable regulations or requirements of the Town. Licensee shall make its best effort to secure the permission of the property owner prior to reasonable tree trimming.

Section 3.11 UNDERGROUND WIRING OF UTILITIES

Upon receiving due notice of the installation of telephone, electric and all other utility lines underground, the Licensee shall likewise place its facilities underground at its sole cost and expense, unless a developer is installing or is otherwise required to install the cable. Underground cable lines shall be placed according to any Public Works Highway Department or other Town by-law or regulation and in accordance with applicable state law. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles; however, said undergrounding shall be required as required of other utilities. When possible, Licensee shall be able to use the underground conduit maintained by the Town provided that such use is i) found by the Board of Selectmen to be reasonable, ii) Licensee pays for costs of use proportional to its use of said conduit(s). Any such use by the Licensee shall be subject to be advance

notification and approval of the Town and the right of the Town to supervise any such use. Licensee shall maintain membership and participate in the Massachusetts "DIG-SAFE" program. In the event state or federal grant funds are available to the municipality for relocation of any utility wires they shall be available to the municipality for relocation of any utility wires to the extent allowed by the terms of the state or federal grant.

Section 3.12 PEDESTALS AND VAULTS

In any cases in which vaults or control boxes housing passive or active devices are to be utilized in the Town public ways or within the Town public lay-out, such equipment shall be placed in a low-profile, above-ground electronic control box subject to and in accordance with applicable laws and regulations.

Section 3.13 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 but to such standards reasonably required of utilities operating within the Town and as soon as practicable unless Licensee is prevented from making such repairs due to circumstances beyond its control. 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 required restoration and the time for performance. Upon failure of the Licensee to comply with the time specified, the Town may make or contract for restoration and repairs and the reasonable and itemized

expenses of such work shall be paid by the Licensee upon demand by the Town. Any damages to private property shall be determined in accordance with MG.L. ch. 166A, Section 22 and applicable law.

Section 3.14 COOPERATION WITH BUILDING MOVERS

The Licensee shall, on the 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 paid in accordance with law. The Licensee shall be given at least sixty (60) days advance notice of any such move, except in emergencies.

Section 3.15 RELOCATION OF FACILITIES

The Licensee shall, at its expense, temporarily or permanently relocate any part of the cable system on a timely basis when required by the Town for good reasons which are within the Town's police power, such as public safety, street construction, change or establishment of street grade or layout, installation of sewers, drains, water pipes, power or signal lines, setting of new or replacement utility poles and the construction of any public improvement or structure. In this respect, the Licensee shall be treated on par with any affected utilities.

Section 3.16 MUNICIPAL USE OF LICENSEE POLES AND CONDUIT

Should Licensee erect and own poles in the Town, the Town shall, subject to applicable electrical and utility codes, have the right to attach to any pole erected by

Licensee equipment to be used for fire, police and other governmental communications purposes where space permits, excluding the commercial use of providing services competing with Licensee's services. All such placements by the Town shall be borne by the Town and cause no additional expense to Licensee. Such placements by the Town shall not interfere with the routine operation by the Licensee of its Cable Television System. If Licensee removes its installation from conduits where municipal equipment or cable is present, it shall provide, according to DIG-SAFE rules, notice beforehand to the Town. Licensee shall be held harmless from any resulting damages from its non-negligent removal or repair of municipal facilities within such conduit attached to Licensee's poles.

Section 3.17 RELOCATION OF FIRE ALARMS

In the event that the Town deploys a fire alarm system using utility poles, 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 3.18 SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, Licensee shall use reasonable efforts not to interrupt service unnecessarily for the purpose of system construction, routine repairing or testing the Cable System.

Section 3.19 COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Television Service available to any commercial establishments in the Town according to applicable law and subject to Licensee's current commercial installation rates and policies. It is herein acknowledged that certain programming services may not be available to commercial establishments pursuant to applicable law or the Licensee's agreements with its program suppliers.

Section 3.20 RIGHT TO INSPECTION OF CONSTRUCTION

To the extent regulatory oversight is generally taken by government agencies, over public utilities, the Issuing Authority or its designee shall have the right to inspect all line extension construction, installation and/or upgrade, construction work performed subject to the provisions of this License and to make such tests during normal business hours, as it shall deem necessary to ensure compliance with the terms and conditions of this License. Any such inspection(s) shall not interfere with the Licensee's operations, except in emergency situations. The Town shall give reasonable prior notice of any inspection to the Licensee, and Licensee shall have the right to accompany the Town's inspectors. Upon written request, Licensee shall furnish information on any companies or individuals to whom it subcontracts construction work.

Section 3.21 CONSTRUCTION, TECHNICAL AND MAINTENANCE STANDARDS

(a) The Licensee shall construct and operate a Cable Television System and render efficient service to subscribers consistent with the following laws and 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 provisions of the National Electrical Code, the Massachusetts Electrical Code, the National Electrical Safety Code, and the applicable rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Department of Telecommunication and Energy, Department of Public Utilities the Massachusetts Highway Department, the Department of Public Works, and the FCC and all Town building and zoning codes, all land use restrictions Street Opening Regulations and Laws, Pole Permitting and other laws of general applicability.

(b) All FCC regulations concerning signal quality and technical standards are incorporated as independent standards of this License, including but not limited to 47 CRF 76.601 subpart K, et seq., however, the Issuing Authority acknowledges that under Section 301(a) of the Telecommunications Act of 1996 said standards are not currently enforceable by the Issuing Authority at the local level. Copies of any technical performance test that may be required under FCC rules and regulations shall be submitted forthwith, upon written request, to the Issuing Authority.

(c) With respect to signal quality problems, the Issuing Authority may require Licensee to report on same within 10 days of written notice of any pattern of complaints by subscribers concerning perceptible impaired signal quality. Licensee shall report on the nature of the problem and on any corrective action to be taken. If after that the Issuing Authority has reasonable basis for finding that Licensee appears not to be in

compliance with FCC technical specifications, the Issuing Authority shall have the right to require tests by a senior engineer of Licensee, and Licensee shall follow-up with discussions with the Issuing Authority as reasonably needed, however, the Issuing Authority acknowledges that under Section 301(c) of the Telecommunications Act of 1996 said standards are not currently enforceable by the Issuing Authority at the local level. If said signal non-compliance problems are found to be attributable to subscriber drops or subscriber set connections, Licensee shall, as reasonably needed, upgrade subscriber drops and notify subscribers of possible steps that may be taken with respect to set connections to remedy said problems.

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

Section 3.22 MAINTENANCE LOG

Licensee shall maintain an annual log or computerized listing in accordance with state regulations, showing the date, approximate time and duration, type and probable cause of all Cable Television System outages, whole or partial, which Licensee knew or should have known about due to causes other than routine testing or maintenance. All entries in such log or computerized listing, shall be retained by Licensee for two (2) additional years and shall be subject to inspection and copying by the Issuing Authority or its designee during Licensee's regular business hours upon reasonable written request, following reasonable notice.

Section 3.23 EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the exercise of police powers of the Issuing Authority or any public safety or other designated public official, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable System, the Town shall have the right, within its police power, to do so at the sole cost and expense of Licensee, however, Licensee's assumptions of such costs shall be restricted to those situations where utilities would likewise assume costs. In such case, the Town shall notify Licensee of the cables which have been cut or removed.

Section 3.24 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 System in the Town including, but not limited to, MG.L. ch. 166A, Section 22. Licensee shall promptly and reasonably repair or replace all private property, real and personal, damaged or destroyed as result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at its sole costs and expense.

Section 3.25 CHANGE-OVER PROCEDURES

During an upgrade, pursuant to this License, the Licensee shall complete the change-over to all subscribers in accordance with the following procedures:

- (a) Before any subscriber is changed-over to such upgrade system, the Licensee shall inform all subscribers of the change-over, the timetable for change-over, increased

channel capacity and programming and all rates and charges in accordance with applicable state and federal regulations.

(b) If after such upgrade, or any further expansion of channel capacity under this License, Licensee has knowledge that there are affected subscribers who are using converters which are not capable of receiving the full level of non-premium programming, then Licensee shall use reasonable efforts, to contact such affected subscribers and make arrangements to make the new converters available to the subscriber's home, however, subscribers shall have the option of returning to old converters to the Licensee's place of business. If Licensee does not have knowledge of particular individuals who need such new converters, but does have knowledge that there are subscribers who need them, it shall either advertise the availability of the new converter in local newspapers or insert such information in subscriber bills.

ARTICLE 4

LOCAL ORIGINATION AND ACCESS PROGRAMMING

Section 4.1 PROGRAMMING AND COVERAGE

(a) Licensee shall continue to produce and cablecast local origination programming which shall include coverage of Bourne local and public affairs and Bourne community and special events. The Licensee shall provide good faith efforts to produce programs collaborating with local businesses, schools, elderly and health service organizations and other community organizations. When not cablecasting video programming, the local

origination channel shall carry a community bulletin board consisting of listings of local meetings and events.

(b) Licensee shall continue to produce, non-premium Cable and non-Pay-Per-View local origination programming relating to Bourne an average of four (4) hours per week but not less than sixteen (16) hours per month. For the purposes of this section 4.1(b) local origination programming hours shall include only non-automated programming, programming which is not repeated and public access programming. To promote public access programming the Licensee shall schedule not less than two training sessions per month.

Section 4.2 PROGRAM DEVELOPMENT

In addition to original programming produced by the Licensee's local origination staff, the Licensee may cablecast programming from other regional sources. Such regional programming will not be included in the minimums set forth in Section 4.1 (b).

Section 4.3 LOCAL ORIGINATION STAFF AND INTERNSHIP PROGRAM

(a) The Licensee shall employ one full-time local origination/public access staff person in Bourne to manage the Studio described below and to provide training and other functions customary for the operation of the Studio ("Staff"). Licensee will ensure the coverage of regularly scheduled Board of Selectmen and School Committee meetings.

(b) The Licensee shall continue its Production Internship Program whereby local students are interns on a part-time basis working with the local origination staff to produce programs.

Section 4.4 LOCAL ORIGINATION AND PUBLIC ACCESS STUDIO

The Licensee shall continue to operate the facility for local origination and public, educational and municipal access operations at Bourne High School (the "Studio") in accordance with the extension of the Agreement between the Bourne School Department, Licensee, and the Board of Selectmen attached hereto and in accordance with this License. The Studio will be available for use approximately forty (40) hours per week which 40 hours may include field production work. The parties hereby agree to extend the existing School Use Agreement attached hereto as Schedule 4.4 for the term of this Renewal License.

Section 4.5 ACCESS CHANNEL CAPACITY

The Licensee shall dedicate three upstream and three downstream channels for access and local origination use. The access channels shall be under the technical management of Licensee. One of the downstream access channels shall be dedicated for shared public access/local origination, one for educational access and one for municipal access purposes. The School Department will control the programming on the educational access channel. The Issuing Authority will control the programming on the municipal access channel. The Issuing Authority may include Public and Educational Access programming on its municipal channel within its discretion. Licensee will insert a Military Base channel on one of such downstream access channels for the viewing of the Military Base subscribers until the completion of the upgrades described herein.

Subsequent to completion of the upgrade, such Military Base Channel will be inserted on a separate downstream channel.

Section 4.6 EQUIPMENT AND FACILITIES FOR ACCESS CHANNELS

(a) The Licensee shall continue to provide the Studio with the existing equipment itemized in Schedule 4.6(a) and to install such equipment for use of the Bourne access channels, studio and users. The acquisitions of additional equipment for access and the Town funds provided in this article shall not be less than the sum of \$228,000 to be provided as set forth below, with such annual expenditures to occur subsequent to consultation with the Issuing Authority regarding selection of such equipment.

\$11,200.00 within 120 days of license execution.

\$11,200.00 within 120 days of first anniversary of license execution;

\$11,200.00 within 120 days of second anniversary of license execution;

\$11,200.00 within 120 days of third anniversary of license execution

\$11,200.00 within 120 days of fourth anniversary of license execution

\$11,200.00 within 120 days of fifth anniversary of license execution

\$11,200.00 within 120 days of sixth anniversary of license execution

\$11,200.00 within 120 days of seventh anniversary of license execution

\$11,200.00 within 120 days of eighth anniversary of license execution

\$11,200.00 within 120 days of ninth anniversary of license execution

If any of the above amounts are not expended in a particular year, the balance shall be carried forward and added to the amount due for the subsequent year.

- (b) Van and Access: A public access van shall continue to be provided by Licensee throughout the Term of this License and shall at all times be equipped with a generator and carrying equipment to facilitate a three (3) camera shoot. Van scheduling shall be determined on a first-come first-served basis.
- (c) \$33,600 allocated for Licensee acquisition and installation of Board of Selectmen remote-controllable two (2) camera system, with necessary audio, lighting, switching and associated equipment to be purchased and installed by Licensee within sixty (60) days of written request from the Town.
- (d) The studio shall house a dubbing facility where residents or organizations may duplicate tapes of access or local origination programs. Licensee will make all reasonable efforts to make its dubbing facilities available to public access users as scheduling permits and at charges that will be lower than current commercial fees.
- (e) \$82,400 additional funds payable to the Town within ninety days of written notice from the Town to Licensee. Use of such funds shall be determined by the Issuing Authority but such use shall be for cable-related purposes only.

Section 4.7 PERSONNEL FOR PUBLIC ACCESS OPERATIONS

Licensee's local origination staff shall also be dedicated to the operation of the public access channels which shall include the functions of outreach, training, equipment management, channel operations, production assistance and programming. Licensee shall be responsible for implementation of regular outreach, including utilization of cable and print promotions and regular training sessions, with training available once a month. The training is in addition to any training which is a part of the internship program. The

Licensee shall develop a set of operating policies and procedures for public access use which will insure first-come, first-served, non-discriminatory access.

Section 4.8 ACCESS CORPORATION OPTION

In the event that subsequent to the fourth anniversary of the Term of this License the Issuing Authority determines that it is in the public interest to have the public access channels operated by a non-profit corporation, within 90 days of written notice to Licensee of such determination a duly formed non-profit corporation designated by the Issuing Authority shall assume responsibility for the access studio, facilities, equipment and access channels in accordance with the terms herein. In addition, the Licensee shall pay annually on each anniversary date of the agreement thereafter a sum equal to 3% of Gross Revenues based upon the previous calendar year. In no event shall the fees paid to the non-profit corporation, in combination with the other franchise fees required by this License and applicable law exceed the maximum limits set by federal law. Additionally, upon execution of the Access Corporation Agreement all unfulfilled or continuing obligations of the Licensee under Section 4.1, 4.2, 4.3, 4.4, 4.6 of this License shall cease and become of no force and effect and Licensee will donate to the Access Corporation, the existing equipment itemized in Schedule 4.6 (a) and any equipment purchased pursuant to Section 4.6 prior to the written notice described above.

Section 4.9 PUBLIC ACCESS TO THE CABLE SYSTEM

Any resident of Bourne, or any organization based in Bourne, shall have the right to place public access video programming on the Bourne cable system, receive training

and have access to facilities and equipment subject to the Access Rules established pursuant to this License and attached here to as Schedule 4.9. Licensee will discuss any material changes in the Access Rules with the Town prior to issuing such changes.

Section 4.10 MUNICIPAL ACCESS TO THE CABLE SYSTEM

Access channels may be used by municipal departments and agencies to inform subscribers about Town government and services.

ARTICLE 5

RATES AND PROGRAMMING

Section 5.1 BASIC SERVICE

In accordance with the federal Cable Act definition of basic service, the Licensee shall continue to provide basic cable service, which shall include area broadcast television signals and the downstream channels, for public, educational and municipal access use.

Section 5.2 INITIAL RATES

For informational purposes, the initial rates for all cable television programming, installation and equipment which shall be in effect on the effective date of the License are listed in Schedule 5.2 of this License.

Section 5.3 PROGRAMMING

Licensee has offered and shall provide the following cable services:

- (1) All broadcast stations required to be carried by federal law;
- (2) public, educational and municipal access channel(s) required by Article 4 of this Agreement;
- (3) the broad categories of programming services similar in mix and level to those set forth in Schedule 5.3 of this License and incorporated herein by reference.

Section 5.4 PROGRAMMING TIERS

As of the effective date of this License, Licensee's current offerings are those set forth in Schedule 5.4 attached hereto which shall continue to include a basic tier and an expanded basic tier, except that Licensee reserve the right to restructure its services as deems necessary, in accordance with applicable law.

Section 5.5 PROGRAMMING ADDITIONS

The Issuing Authority recognized Licensee's editorial discretion in selecting non-mandatory programming services for inclusion on the Cable System under applicable federal law. Notwithstanding such discretion, at the Issuing Authority's request, Licensee shall periodically discuss with the Issuing Authority potential ideas for additional program services that might meet the needs and interest of Bourne subscribers.

Section 5.6 LEASED ACCESS

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

Section 5.7 STEREO TV TRANSMISSIONS

Licensee shall use best efforts to transmit broadcast signals which are stereo audio in their original form in stereo to Bourne subscribers.

Section 5.8 CHANNEL LINE-UP

Licensee shall provide the Issuing Authority and the subscribers notice of channel line-up changes including channel additions or deletions in accordance with 207 C.M.R. 10.02. and federal customer service regulations. Whenever practicable, Licensee shall keep broadcast channels on their original broadcast channel in accordance with federal law, subject to equipment limitations and capacity issues including those created by federal must-carry regulations.

Section 5.9 REBATES

In accordance with 207 CMR 10.09 and M.G.L. ch. 166A, s.5(1), Licensee will exercise best efforts to grant a pro rata credit or rebate to any subscriber whose entire cable service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the subscriber and the Licensee knew or should have known of the service interruption. If an entire tier or premium service of a subscriber's

cable services is interrupted for twelve (12) or more consecutive hours, the Licensee shall exercise best efforts to provide a pro rata credit or rebate for each tier or premium service interruption as provided in 207 CMR 10.09(1) and M.G.L. ch. 166A, s. 5(1).

Section 5.10 RE-REGULATION

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

Section 5.11 BULK BILLING

Licensee shall continue bulk billing discounts where provided as of the effective date hereof, subject to the cooperation of the owner or manager of the subject premises, however, Licensee reserves the right to alter the amount of bulk discounts in accordance with applicable law.

ARTICLE 6

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 6.1 BUSINESS OFFICE

Licensee shall continue to maintain and operate a business office in the Town of Bourne for general purposes including accepting payments, and receiving and resolving all complaints, including without limitation, those regarding service, equipment malfunctions or billing and collection disputes. If Licensee's business office is not located in Bourne proper, then Licensee shall establish convenient bill payment sites in Bourne. The business office shall be open for both telephone and walk-in customer service business from 9:00 AM to 5:00 PM Monday through Friday except that one weekday the office shall be open from 9:00 AM to 7:00 PM or one Saturday from 9:00 AM to 12:00 PM..

Section 6.2 TELEPHONE ACCESS

(a) Qualified customer service representatives will be available to respond to customer telephone inquiries Monday through Friday and Saturday during the hours referenced in Section 6.1. Such representatives will be trained to provide information to help subscribers troubleshoot basic problems including VCR/cable compatibility problems.

(b) Under normal operating conditions, telephone answer time by a customer service representative, including wait time, and the time required to transfer the call, shall not exceed 30 seconds, 90% of the time, when measured quarterly. Licensee shall maintain an automated telephone call distribution system capable of monitoring compliance with telephone response standards. Upon written request, Licensee shall furnish reports from such system to the Issuing Authority.

(c) At all time that Licensee's business office is not opened, Licensee shall maintain a telephone answering service or Adelphia call center to handle subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee or its agent. Said answering service shall (i) forward all inquiries and/or complaints to the Licensee the morning of the next business day and (ii) inform each subscriber calling that his or her complaint will be turned over the Licensee's Customer Service Department. The Licensee shall promptly attempt to contact each individual subscriber to follow-up on their individual problem and/or inquiry.

Section 6.3 INSTALLATION, SERVICE CALLS AND COMPLAINTS

(a) During normal business conditions, the Licensee shall install cable service to those residents whose homes are passed by the Cable System and who have requested service within seven (7) business days of said request for standard aerial installation and within ten (10) business days of a request for standard underground installation, subject to Licensee's receipt of necessary permits and easements, which it shall diligently pursue.

(b) The Licensee shall specify to the Subscriber, in advance, whether said installation visit or service call will occur in the morning (i.e., 9:00 AM to 12:00 PM) or in the afternoon (i.e., 12:00 PM to 3:00 PM or from 3:00 PM to 6:00 PM). Evening service visits (6:00 PM to 8:00 PM) shall be available on a scheduled basis, subject to availability. If Licensee cannot make an appointment, Licensee shall call the subscriber in advance to cancel. The Licensee shall give priority for next day or next "available time" installation or service appointments to subscribers who cannot be scheduled within the aforementioned time periods. Unless caused by a subscriber's failure to make the premises available to the Licensee at the time scheduled, failure to make the installation or service call as scheduled shall require the Licensee to automatically offer a priority cable installation or service visit to be affected subscriber at a time mutually agreeable to the Licensee and said subscriber, but in no case later than three (3) working days following the initial installation date, or 24 hours following the service date, unless mutually agreed to otherwise by said subscriber and the Licensee.

(c) The Licensee shall remove all subscriber serial Drop cable(s), within fourteen (14) days of receiving a written request to do so from the owner of the home in which a subscriber resides.

(d) The Licensee shall respond within 24 hours to service calls or requests for repair service where there is a loss of picture or audio on all channels. All other services complaint calls or requests for repair service or Issuing Authority complaints shall be responded to within thirty-six (36) hours, except that subscribers can schedule service visits beyond this time frame at the subscriber's option. These standards shall be met in accordance with FCC and NCTA standards in effect as of the execution of this License.

(e) The Licensee shall ensure that there are stand-by service personnel on call at all times after normal business hours. The answering service shall be required to notify the stand-by personnel of an unusual number of calls or a number of similar calls or a number of calls coming from the same area.

(f) System Outages, deemed to occur upon the failure of service to a minimum of three (3) subscribers in the vicinity of each other, and calls involving emergencies, shall be responded to immediately, twenty-four (24) hours a day by Licensee personnel.

Licensee shall supply phone number to the Issuing Authority which is capable of reaching appropriate management personnel in the event that emergency repair service is needed. Licensee shall maintain a staff of stand-by technicians who are ready to make the necessary repairs in the event of such an emergency.

Section 6.4 COMPLAINT RESOLUTION PROCEDURES

(a) In compliance with applicable law(s), the Licensee shall establish a procedure for resolution of billing, service, and privacy disputes and complaints by Subscribers. The Licensee shall provide, on an annual basis, a written description of said procedures, including telephone numbers to call for complaints and other services, to all Subscribers, and the Issuing Authority.

(b) The Licensee shall periodically distribute "Customer Satisfaction Cards" to subscribers who receive a service visit and said customer service satisfaction cards shall be available to Issuing Authority inspection for not less than six months from Licensee receipt.

(c) If the Issuing Authority determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any complaints or disputes brought by subscribers arising from the operations of the Licensee, provided said subscribers make a good faith effort to comply with the Licensee's procedures specified in paragraph (a) above for the resolution of complaints.

(d) Licensee shall provide the Issuing Authority with a status report regarding any subscriber complaint forwarded to Licensee by the Issuing Authority within five days of Licensee's receipt of any such complaint from the Issuing Authority.

(e) Licensee shall file, on such forms as are prescribed by the Massachusetts Cable Division, subscriber compliant reports, to be filed with the Issuing Authority on a quarterly basis. In the event the Massachusetts Cable Division no longer prescribes such compliant summary forms, Licensee shall continue to use such compliant summary forms as were prescribed by the Massachusetts Cable Division of the Effective Date of this License.

Section 6.5 MINIMUM SUBSCRIBER INFORMATION

Licensee will provide all prospective subscribers with complete, clear and concise written information prior to or at the time of initial installation of cable service concerning billing practices, equipment practices, availability of parental control devices, privacy regulations, levels of services available and any other information required under applicable law.

Section 6.6 VCR COMPATIBILITY; A/B SWITCH

In order to assist subscribers who own "cable-ready" VCRs interconnect such VCRs with their "cable-ready" television sets, and to assist subscribers in the interconnection of non-cable-ready VCRs and television sets, Licensee shall provide assistance to said subscribers concerning same. Upon request, Licensee shall provided one (1) "A/B switch" at cost, and a splitter, accordingly to regulations, to each such subscriber, to facilitate such interconnection.

Section 6.7 PARENTAL CONTROL CAPABILITY

The Licensee shall make available upon request and at the subscriber's cost capability to control the reception of channels on the Cable Television System.

Section 6.8 BILLING AND TERMINATION PROCEDURES; FCC CONSUMER PROTECTION

Licensee will comply with the billing and termination regulations of the Commission, 207 CMR 10.00 et. seq., as in effect as of the execution of this License and applicable customer service and consumer regulations promulgated by the Federal Communications Commission both of which are incorporated herein by reference and attached hereto on Schedule 6.8.

Section 6.9 ADVANCE BILLING

Subscriber shall not be billed in advance by more than a one month period except in the case of demonstrated credit problems involving payment delinquency including

more than one disconnection, and seasonal situations where a greater period of advance billing is approved by the Division.

Section 6.10 PROTECTION OF SUBSCRIBER PRIVACY

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

The Licensee shall be responsible for carrying out and enforcing the Cable Television 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.

(b) At the time of entering into an agreement to provide Cable Services to a subscriber and at least once a year thereafter, the Licensee shall provide all subscribers with the written notice required in Section 631(a)(1) of the Cable Act.

(c) In accordance with Section 631 of the Cable Act, 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. A subscriber shall have the right, at any time, to request Licensee not to disclose to any third party data identifying the subscriber by name and address and Licensee shall abide by this request.

(d) To the extent consistent with federal law, the privacy restrictions and protections in this License shall apply to public access channels and their users and operators.

Section 6.11 MONITORING

Neither Licensee or its agent 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, with the exception of technical tests and customer service purposes including training, without the prior written authorization of the affected subscriber or commercial user; provided, however, that Licensee may conduct systemwide or individually addressed "sweeps" solely for the purpose of verifying system integrity, monitoring signal leakage, checking for illegal taps, controlling return-path transmission, or billing for pay cable services or pay-per-view or other service-related activities. Licensee shall report to the affected parties and all appropriate authorities any instances of unauthorized monitoring or, monitoring or tapping of municipal data transmission, the Cable Television System, or any part thereof, of which it has knowledge. 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.

Section 6.12 EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employees, including repair and sales personnel, entering private property shall be required to show an employee photo identification card issued by the Licensee.

Section 6.13 NON-DISCRIMINATION

The Licensee shall not deny service or access, or otherwise discriminate against subscribers, programmers or general citizens because of race, color, religion, national origin, disability, age, sex or status with regard to public assistance. The Licensee shall comply with applicable Federal, State, County and local laws, and all executive and administrative orders relating to discrimination.

Section 6.14 ENCODING OF NON-PREMIUM SERVICE

Licensee shall maintain the basic service channels unscrambled to the extent permitted by applicable law.

Section 6.15 VOLUNTARY DISCONNECTION OF SERVICE

Subscribers who request disconnection of cable service shall not be billed for service subsequent to such request for termination of service except balances owing, if any, for service provided prior to such termination of service. Licensee shall make a good faith effort to fully disconnect service as soon as possible after requested to do so by a subscriber. Any credit due to subscriber upon full termination of a service shall be paid to subscriber within thirty (30) days.

ARTICLE 7

LICENSE ADMINISTRATION

Section 7.1 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 arising out of the actions of the Licensee, its agents, affiliates and contractors in the construction, installation, operation, maintenance and/or administration of any cable system structure, equipment, wire or cable or arising from other acts of Licensee with respect to the system or this License. Upon receipt of notice in writing from the Town, the Licensee shall at its own expense defend any such actions or proceedings subject to reasonable coordination and consultation with the Town. Indemnified expenses shall include, without limitation, all reasonable and customary out-of-pocket expenses including but not limited to legal costs and fees.

(b) The Town will indemnify, and hold harmless Licensee, its affiliates and their respective officers, directors, employees and shareholders from and against any and all damages, penalties, judgments and liability of any kind, for which the Town in its local governmental capacity is primarily responsible owing to negligence or willful conduct by Town governmental acts, but not for acts for which Licensee or other third parties may be primarily responsible, and defend all claims, actions or causes of action arising as a result of the such Town local governmental acts involving the Town's local government use of the emergency alert system (EAS) or, use of public, educational or government ("PEG") access channels by the Town local government (and not with respect to use by private persons or third parties) for purposes of PEG access programming or the programming carried on such channels, or any PEG access programming provided by the Town local government (and not by private persons or third parties) for carriage on any other channel

or channels of Licensee's cable system, including without limitation with respect to the solicitation, production, content, selection, scheduling, funding or presentation of such programming and of advertising or promotional material for use in connection with any such programming, as well as such liability as may arise from claims or libel, slander, defamation, invasion of privacy, infringement of copyright, musical performing rights or other right of any person.

Section 7.2 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 insurance company certificates evidencing the Licensee's maintaining at least the following insurance.

(a) A general comprehensive hazard and property liability policy naming the Town as an additional insured on all claims on account or injury to or death of a person or persons occasioned by the construction, upgrade, maintenance or operation of the Licensee's Cable Television System, with a minimum liability of one million dollars (\$1,000,000.00) aggregate for property damage, injury or death to any one person in any one occurrence and two million dollars (\$2,000,000.00) for excess coverage for injury or death to two (2) or more persons in any one occurrence. Licensee shall maintain automobile liability insurance also in the amounts of a minimum liability of one million dollars (\$1,000,000.00) for property damage, injury or death to any one person in any one occurrence and three million dollars (\$3,000,000.00) for injury or death to two (2) or more persons in any one occurrence. If Licensee maintains other form(s) of insurance in other Massachusetts municipalities for the coverage of the general public, property and

local government therein, Licensee shall consult with the Town of Bourne Issuing Authority concerning such other form(s) of insurance, and upon reasonable Issuing Authority written request, provide such other insurance for the benefit of the general public, property and local government in Bourne. All of the foregoing insurance shall if reasonably applicable provide coverage to persons and property within the Town of Bourne and shall name the Town as an additional insured.

(b) It is hereby understood and agreed that a policy (or bond) for the benefit of the Town and the general public shall not be canceled or materially changed until forty-five (45) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel or materially change the policy.

Section 7.3 PERFORMANCE BOND

(a) The Licensee shall maintain at its own expense throughout the term of this License a faithful performance bond running to the Town, with at least one good and sufficient surety licensed to do business in the Commonwealth of Massachusetts and subject to reasonable approval by the Town in the sum of twenty-five thousand dollars (\$25,000.00). The condition of said bond shall be 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 material term and condition of this License 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 material term or condition in this License, provided that first Licensee has received 30 day advance written notice of such failure and given an opportunity to cure and be heard by the

Issuing Authority. Any such hearing shall be governed by the standard adjudicatory rules of procedure, 801 CMR 1.01.

(b) The performance bond shall be effective throughout the term of this License including the time for removal of facilities provided for herein, and shall be on the condition that in the event that Licensee shall fail to comply with any one or more material term or condition of this License, or to comply with any material order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts pursuant to this License, or to pay any claims, liens or taxes due the Town pursuant to this License 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, after notice and opportunity to cure as set forth below. 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 Licensee or from the exercise of any privilege therein granted. Neither this section, any bond accepted pursuant hereto, or any damages recovered thereunder shall limit the liability of Licensee under this License.

(c) Prior to recovering any damages from the bond, Licensee shall have been given notice of its breach from the Issuing Authority and be given a reasonable opportunity, not less than thirty (30) days to cure. In the event that, by nature of the default, such default cannot be cured within such 30 day period, Licensee shall take reasonable steps to cure said default and diligently continue such efforts until said default is cured. If the Licensee wishes to request a hearing before the Issuing Authority, it may do so within

thirty (30) days of receiving notice of breach, which request shall be granted. In the event that the Issuing Authority after such hearing determines that Licensee is in default, and Licensee has not taken reasonably diligent steps to cure or commence a cure of said default, the Issuing Authority may assess actual damages. If actual damages for the material breach of any of the provisions of this License are not specified elsewhere in this License or cannot be specifically ascertained, damages hereunder shall be, provided as follows:

(1) For any material breach of the terms of the License pertaining to Customer Service, unless otherwise indicated, the Licensee shall pay one hundred dollars (\$100.00) per occurrence, after a pattern of non-compliance has been established. A pattern shall mean not less than five (5) similar complaints.

(2) For any material breach of the upgrade schedule which is not covered by force majeure or otherwise excused by the terms of this agreement, two hundred fifty dollars (\$250) per day that the delay continues.

(3) For any other material breach of the terms of this License, the Licensees shall pay seventy-five dollars (\$75.00) per day, or part thereof, that the deficiency continues.

(d) The foregoing liquidated damages, as contained in Sections (c), (1) and (2) shall be assessed as of the date the Issuing Authority determines, through public hearing, that Licensee is in default.

(e) Each material breach of each provision shall be considered a separate violation for which separate damages are imposed.

(f) Licensee may appeal damages recovered from the performance bond to the Commission or other appropriate court or agency.

Section 7.4 ADMINISTRATION OF THE CABLE SYSTEM: CABLE ADVISORY COMMITTEE

(a) At the discretion of the Issuing Authority, a Cable Advisory Committee may be vested by the Issuing Authority with such power and authority as may lawfully be delegated and shall provide Licensee with a copy of any such authorization or delegation.

(b) The Issuing Authority and/or its designee(s) shall be responsible for the day to day oversight of the Cable Television System pursuant to this License. The Cable Advisory Committee, if appointed, shall monitor the Licensee's compliance with the terms and conditions of this License.

(c) The Licensee shall meet with the Issuing Authority or the Cable Advisory Committee to review the Licensee's compliance with the License and to review other issues related to this License. Such meetings may be requested by the Issuing Authority, the Cable Advisory Committee, or the Licensee no more than once every calendar quarter.

Section 7.5 INFORMATION REQUESTS AND RIGHT TO INSPECT RECORDS AND FACILITIES

(a) Upon written request of the Issuing Authority, the Licensee shall submit to the Town reasonable information regarding the Licensee, its business and operations

(including Licensee's strand maps of the Cable System), or any Affiliated Person with respect to the Cable System, in such form and containing such detail as may be specified by the Town pertaining to the subject matter of this Licensee which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Licensee.

(b) If the Licensee believes that the documentation requested or requested to be reviewed by the Issuing Authority in accordance with this Section 7.5, involves proprietary or confidential information, then the Licensee need not disclose the information to the Town, until a mutually acceptable confidentiality agreement between Licensee and the Issuing Authority has been executed which ensures that such proprietary and confidential information shall not be reflected in any public records.

(c) The Issuing Authority may visit Licensee's place of business upon reasonable notice during normal business hours and request Licensee to display records to be examined there including as built maps of the cable system to determine Licensee's compliance with all provisions of the License.

Section 7.6 LICENSE FEE ENTITLEMENT AND ACCESS PAYMENTS

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. .

Section 7.7 TAXES

Payment of the License fee made by Licensee to the Town pursuant to the provisions of this License shall not be considered in the nature of a tax, but shall be in addition to any and all taxes of general applicability which are now or may be required hereafter to be paid by any law of the Commonwealth of Massachusetts or the United States.

Section 7.8 SUBSCRIBER COMPLAINT REPORT

Licensee shall complete and maintain Subscriber complaint reports in accordance with Division requirements.

Section 7.9 INDIVIDUAL COMPLAINT REPORTS

Licensee shall, within thirty (30) days after receiving a written request therefore, send a written report to the Issuing Authority with respect to any written complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

Section 7.10 ANNUAL PERFORMANCE TEST

Proof of performance tests shall be made in accordance with FCC regulations to ensure compliance with the F.C.C. Technical Specifications, however, the Issuing Authority acknowledges that under Section 301(e) of the Telecommunications Act of 1996 said standards are not currently enforceable by the Issuing Authority at the local level. The costs of such test(s) shall be borne by Licensee.

Proof of performance tests shall be submitted to the Issuing Authority, upon written request, on an annual basis within ten (10) calendar days after the request.

Section 7.11 SERVICE INTERRUPTION REPORT

The Licensee shall submit a completed copy of the Division Service Interruption Form to the Issuing Authority in accordance with Division regulations.

Section 7.12 FINANCIAL REPORTS

(a) The Licensee shall prepare and submit to the Issuing Authority all financial reports required by Division regulations.

(b) In the event that the Town or its designee receives a percentage License Fee pursuant to applicable law, the Licensee shall furnish the Issuing Authority and/or its designee(s), no later than one hundred and twenty (120) days after the end of the Licensee's Fiscal Year, a Statement of Gross Annual Revenues.

Section 7.13 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 except that monetary remedies shall not be duplicative of each other with respect to a single occurrence.

Section 7.14 AGENCY FILINGS

In accordance with applicable law, or upon request, the Licensee shall notify the Issuing Authority, of any petitions or communications filed by the Licensee with any State or federal agency or commission pertaining to compliance with any material aspect of this License, and shall provide copies of same.

Section 7.15 REVOCATION OF RENEWAL LICENSE

(a) In addition to all other rights and powers of the Town by virtue of this License or otherwise including the Town's statutory rights pursuant to Massachusetts Chapter 166A, Section 1, after reasonable notice and opportunity to cure is provided to Licensee the Town reserves the right to terminate this License and all rights and privileges of Licensee hereunder in the event that Licensee:

(i) Willfully fails to reasonably carry out the material provisions of this Franchise.

(ii) Becomes insolvent, unable to unwilling to pay its debts, or its adjudicated bankrupt and such adjudication is not vacated within one hundred twenty (120) days.

(b) Such termination shall be in accordance with applicable federal law.

(c) Licensee shall have the right to challenge any such termination in a court of competent jurisdiction.

ARTICLE 8
GENERAL PROVISIONS

Section 8.1 ENTIRE AGREEMENT

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

Section 8.2 CAPTIONS

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

Section 8.3 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 8.4 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 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 subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; vendor caused delays beyond Licensee's ability to remediate, including untimely delivery of equipment; or any other cause or event not reasonably within the control of the disabled party.

Section 8.5 LICENSE EXHIBITS

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

Section 8.6 WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Execution date of this License:

- (a) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

- (b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolution of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the execution date of this License, to enter into and legally bind the Licensee to this License and to take all actions necessary to perform all of its obligations pursuant to this License;
- (c) This License is enforceable against the Licensee in accordance with the provisions herein; and
- (d) There is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this License.

The Issuing Authority warrants that it is duly organized; has duly voted to issue this License; has power and authority to issue this License; and under statute, is the Issuing Authority for the purposes of cable television licensing.

Section 8.7 APPLICABILITY OF LICENSE

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

Section 8.8 REMOVAL OF ANTENNAS

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

Section 8.9 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 installation and maintenance of cable television service.

Section 8.10 JURISDICTION

Exclusive jurisdiction and venue over any dispute or judgment rendered pursuant to any Article herein shall be in a court or agency of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this instrument subject themselves to personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

Section 8.11 NOTICE

Every notice to be served under this agreement shall be delivered in hand or sent by certified mail (postage prepaid), and shall be deemed to have been given on the date of hand delivery or on the mailing date thereof and shall be addressed as follows:

- (1) To the Issuing Authority:

The Board of Selectmen
Bourne Town Hall
24 Perry Avenue
Bourne, MA 02532

or such other address as the Issuing Authority may specify in writing to the Licensee.

(2) To the Licensee:

General Manager
Adelphia Cable Communications
91 Industrial Park Road
Plymouth, MA 02360

Legal Department
Adelphia Cable Communications
Main at Water Street
Coudersport, PA 16915

or such other address as the Licensee may specify in writing to the Issuing Authority.

Section 8.12 TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges the Town's right, to the extent, authorized by applicable law or regulation, to intervene in any suit, action or proceeding directly relating to the provisions of this License, or any provision in this License.

Section 8.13 RESERVATION OF RIGHTS

Acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Licensee or by the Town of any legal rights which either party may have or may be subsequently determined to have, either by subsequent legislation or court decisions.

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

TOWN OF BOURNE
BY THE BOARD OF SELECTMEN

Approved as to Form

Special Counsel

By Licensee, Harron Cablevision of Massachusetts, Inc.
d/b/a ADELPHIA CABLE COMMUNICATIONS

By:

Michael Rigas
Vice President
Dated:

133005

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