
TOWN OF SPENCER

COMMONWEALTH OF MASSACHUSETTS

RENEWAL CABLE TELEVISION LICENSE

GRANTED TO

GREATER WORCESTER CABLEVISION, INC.

July 1997

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AGREEMENT

This Renewal License entered into this ___th day of October, 1997, by and between Greater Worcester Cablevision, Inc., a Delaware corporation, and the Board of Selectmen of the Town of Spencer, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) under G.L. c. 166A:

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Spencer, Massachusetts, pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as inserted by Chapter 1103 of the Acts of 1971, as amended, is authorized to grant one or more non-exclusive, revocable renewal licenses to construct, upgrade, operate and maintain a Cable Television System within the Town of Spencer; and

WHEREAS, the Issuing Authority conducted a public hearing, pursuant to Section 626(a) of the Communications Policy Act of 1984, on November 28, 1994 to 1) identify the future cable related community needs and interests of Spencer, and 2) review the performance of Greater Worcester Cablevision, Inc. during its current franchise term; and

WHEREAS, Greater Worcester Cablevision, Inc. submitted an informal Renewal Proposal to the Town of Spencer, dated April 11, 1997 for a Renewal License to construct, operate and maintain a Cable Television System in the Town of Spencer; and

WHEREAS, the Issuing Authority and Greater Worcester Cablevision, Inc. did engage in good faith negotiations to further clarify said Renewal Proposal and did agree on proposals for the Cable Television System;

WHEREAS, the Issuing Authority, after consideration, analysis and deliberation, approved the technical ability, financial qualifications, and other proposals of Greater Worcester Cablevision, Inc.; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town of Spencer to grant a non-exclusive Renewal License to Greater Worcester Cablevision, Inc.;

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

The following terms used in this license shall have the following meanings:

(1) **Access or Public Access:** The right or ability of any Town resident and/or any persons affiliated with a Spencer institution to use designated facilities, equipment and/or specified channels of the Cable System, subject to the conditions and procedures established for such use.

(2) **Access Channel:** One or more video channels which the Licensee shall make available to the Town of Spencer and/or its designees, without charge, for the purpose of transmitting non-commercial programming by the members of the public, Town departments and agencies, public schools, educational, institutional and similar not-for-profit organizations.

(3) **Basic Service:** The lowest tier of service, other than a Pay Cable or Pay-Per-View Service, distributed over the Cable Television System, which includes, without limitation, all Public, Educational and Governmental Access Channels and all local broadcast signals, if any, required to be carried on Basic Service pursuant to federal law.

(4) **Cable Communications Policy Act of 1984 ("the 1984 Act"):** Public Law No. 98-549, s 98 Stat. 2779 (1984), codified at 47 U.S.C. §521 et seq, which became effective on December 29, 1984, and as amended by the Cable Telecommunications and Consumer Protection Act of 1992, and the Telecommunications Act of 1996 and as may be amended from time-to-time.

(5) **Cable Communications System or Cable System or System:** A system of antennae, cables, fiber optics, amplifiers, towers, microwave links, cablecasting studios, and/or any other conductors, converters, equipment or facilities, designed and constructed for the purpose of distributing video programming to Subscribers or other Users, and producing, receiving, amplifying, storing, processing, or distributing audio, video, digital, or other forms of electronic or electrical signals sold or distributed to Subscribers or other Users in the Town of Spencer.

(6) **Cable Services:** The one-way transmission to subscribers of video programming, or other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(7) **Cable Television Advisory Committee** (the "Advisory Committee"): The committee appointed by the Board of Selectmen, pursuant to 207 CMR 803(3).

(8) **Commission:** The Massachusetts Community Antenna Television Commission established pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

(9) **Distribution Plant:** That part of the Cable Television System plant between the headend and the Cable Drop.

(10) **Downstream Channel:** A channel over which signals travel from the Cable System headend to an authorized recipient.

(11) **Drop or Cable Drop:** The coaxial cable that connects a home or building in the Town to the Distribution Plant of the Cable System.

(12) **Educational Access Channel:** A specific channel on the Cable System designated by the Company and made available to educational institutions and/or educators wishing to present non-commercial educational information to the public.

(13) **Effective Date of Renewal License** (the "Effective Date"): July 5, 1997.

(14) **Execution Date of Renewal License** (the "Execution Date"): October __, 1997.

(15) **External Costs:** Pursuant to Section 76.922(d) (2) of the FCC's regulations, as such regulations may hereafter be from time to time amended, "External Costs" shall mean costs of Licensee in the categories enumerated in such regulations, including, but not necessarily limited to, the following categories: (a) state and local taxes applicable to the provision of cable television service; (b) franchise fees; (c) costs of compliance with franchise requirements, including costs of public, educational and governmental access channels as required by the franchise authority; (d) retransmission consent fees; and (e) programming costs. Permitted per channel charges for regulated programming services may be adjusted to reflect changes in External Costs.

(16) **FCC:** The Federal Communications Commission, or any successor agency.

(17) **Government Access Channel:** A specific channel on the Cable System designated by the Company and made available to the Issuing Authority and/or its designees to present non-commercial programming and/or information to the public.

(18) **Gross Annual Revenues:** Consideration of any form or kind derived by the Licensee and/or its affiliates from the operation of and carriage of signals over the Cable System including, without limitation: the distribution of any service over the System; basic service monthly fees; all other service fees; installation, reconnection, downgrade, upgrade and any similar fees; fees paid for the use of channels designated for commercial use; converter and remote control rentals, leases or sales; studio and other facility or equipment rentals and advertising revenues; provided, however, that Gross Annual Revenues shall not include any amount collected for a Pay-Per-View event that is passed through to the producer or other provider of said Pay-Per-View event; and provided, however, that Gross Annual Revenues shall not include: (i) any sales, services, occupation, or other excise tax to the extent that such

taxes are charged separately from normal service charges and are remitted directly to the taxing authority by the Company; (ii) any proceeds from the sale of Telecommunications Service or Internet Service; (iii) any billings by the Licensee of sums collected by the Licensee on behalf of a third party, but not retained by the Licensee, which sums are remitted by the Licensee directly to such third party; (iv) the revenue generated by the occasional sale of equipment retired from the Cable System; and (v) the Licensee's actual bad debt; provided, however, that bad debt recoveries shall be included in Gross Annual Revenues.

(19) **Institutional Network Channel:** A 6 MHz channel on a network separate from the Subscriber Network and used for either Upstream or Downstream video, audio or data transmission.

(20) **Issuing Authority:** The Board of Selectmen of the Town of Spencer, Massachusetts.

(21) **Licensee:** Greater Worcester Cablevision, Inc. (GWC, INC.)

(22) **Outlet:** The interior connection of a Subscriber's or User's television set to the Cable System, which may or may not be an interior receptacle.

(23) **Pay Cable or Premium Cable Services:** Programming delivered for a fee or charge to Subscribers on a per-channel basis in addition to the fee or charge to Subscribers for the Basic Service.

(24) **Pay-Per-View:** Programming delivered for a fee or charge to Subscribers on a per-program or per-day basis in addition to the fee or charge to Subscribers for the Basic Service.

(25) **Private Ways:** Non-public roads or ways.

(26) **Public Access Channel:** A specific channel on the Cable System which is

designated by the Licensee for the use of individuals and not-for-profit organizations wishing to present non-commercial Programming and information.

(27) **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, driveways, bridges, tunnels, parks, parkways and public grounds and all other publicly owned real property or real property rights under the jurisdiction of the Town within or belonging to the Town, or over which the Town has an easement or right-of-way, or to which the Town has rights compatible with the installation of cable and ancillary equipment pursuant to this Renewal License, 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.

(28) **Renewal License or License:** The non-exclusive, revocable Cable Communications License granted to the Licensee by this instrument.

(29) **Residence:** Any structure used for private or other non-business purposes including private homes; but excluding commercial entities, including but not limited to restaurants, bars, public clubs, private clubs, nursing homes, college dormitories and hotels and that is able to receive Cable Service.

(30) **Signal:** Any transmission of electromagnetic or optical energy which carries information from one location to another.

(31) **Subscriber:** Any person who elects to subscribe to, for any purpose, a service provided by Licensee by means of, or in connection with, the Cable Television System.

(32) **Subscriber Network:** A bi-directional capable network operated by the Licensee, over which video, audio, text and data signals may be transmitted to Subscribers.

(33) **System outage or Outage:** An occurrence wherein ten or more calls from one neighborhood report a loss of Cable Service.

(34) **Telecommunications:** The transmission, between or among points specified by the User, of information of the User's choosing, without change in the form or content of the information as sent or received.

(35) **Telecommunications Service:** The offering of Telecommunications for a fee to the public, regardless of the facilities used to provide the service.

(36) **Town:** The Town of Spencer, Massachusetts.

(37) **Trunk and Distribution System:** That portion of the Cable System for the delivery of signals, but not including drops to Subscribers' residences.

(38) **Upstream Channel:** A channel over which signals travel from an authorized location to the Cable System headend.

ARTICLE 2

GRANT OF LICENSE

SECTION 2.1 C GRANT OF RENEWAL LICENSE

PURSUANT to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, (G.L.c. 166A) as inserted by Chapter 1103 of the Acts of 1971, as amended, and to federal law, the Board of Selectmen as the ISSUING AUTHORITY of the Town of Spencer, Massachusetts ("Spencer"), hereby grants a non-exclusive renewal cable television license to Greater Worcester Cablevision, Inc. ("Licensee") a Delaware corporation established for such purpose, AUTHORIZING and permitting said LICENSEE to construct and operate a Cable Television System within the corporate limits of the TOWN OF Spencer, MASSACHUSETTS.

This Renewal License is granted in compliance with Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as amended, and in compliance with all rules and regulations of the Federal Communications Commission ("FCC"), the rules and regulations of the Massachusetts Community Antenna Television Commission ("CATV Commission"), the Cable Communications Policy Act of 1984, as amended, and all other rules and regulations in force and effect upon the date hereof or which may hereafter be in force and effect during the period for which this License is granted.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to Greater Worcester Cablevision, Inc., Licensee, the right to construct, upgrade, install, operate and maintain a Cable System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Spencer within the municipal boundaries

and subsequent additions thereto, including property over which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, or redistribution of audio, video, text, data or other signals in accordance with the laws of the United States of America and the Commonwealth of Massachusetts. In exercising rights pursuant to this Renewal License, Licensee shall not endanger or interfere with the lives of persons or, without prior written permission, interfere with any installations of the Town, any public utility serving the Town or any other persons permitted to use public ways and places. Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of public ways and places. Disputes between Licensee and other parties regarding use of public ways and places shall be resolved in accordance with the DPW regulations and any special laws or Town ordinances enacted hereafter.

SECTION 2.2 C TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on July 5, 1997 and shall expire on July 4, 2007, unless sooner terminated as provided herein.

SECTION 2.3 C TRANSFER and ASSIGNMENT OF RENEWAL LICENSE

This Renewal 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 holding such License to any other person, without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld; provided, however, that Issuing Authority consent for a transfer or assignment of control between commonly controlled corporations, pursuant to 207 CMR 4.02, shall not be necessary. Any required consent shall be given only after a public hearing upon a written application therefore as provided by the Commission and on forms prescribed by the Commission. The application for transfer consent shall be signed by Licensee and by the proposed transferee or assignee. The Issuing Authority review of any transferee shall be limited to

transferee's ability to satisfy the terms of the existing license pursuant to Massachusetts Law and Commission regulations. Any transfer or assignment in violation of this Section shall be null and void and shall be considered a material breach of the License.

SECTION 2.4 C NON-EXCLUSIVITY OF LICENSE and COMPETITION

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other person a license or right to occupy or use the streets, or portions thereof, for the construction, installation, operation or maintenance of a Cable Television System within the Town of Spencer, or the right of the Issuing Authority to permit the use of the public ways and places of the Town for any purpose whatever. Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The issuance of any additional license(s) shall be on substantially equivalent terms and conditions contained in this agreement or such terms and conditions equitably modified to reflect any differences between this License and any additional license(s) in terms of benefit to the respective Licensee, including, but not limited to, such considerations as length of term, extent of License area and system design and construction. The issuance of any additional license(s) shall also be subject to M.G.L. Chapter 166A and any licensing regulations thereunder. In the event the Issuing Authority issues any subsequent or additional Cable Television License(s) shall be on terms no more favorable or less burdensome to the person to whom the License is issued than the terms of equivalent provisions in this License, specifically including but not limited to terms for (i) the payment of any franchise fees; (ii) any payments for the support of public, educational, or governmental access programming; (iii) any grants for capital equipment for public, educational or governmental access programming; (iv) the provision of any service or service connections to schools or public buildings; (v) the construction of an I-Net; (vi) the requirement for service availability throughout the franchise area; and (vii) customer

service standards. To the extent that the terms of this License are less favorable and more burdensome to the Licensee than those of equivalent provisions of such subsequent or additional license(s), the Town, upon written request of the Licensee, after providing public notice, shall hold a public hearing to afford Licensee the opportunity to demonstrate the disparate nature of the terms of the additional license(s) and, following said hearing, the Town shall take actions to rectify said differences, including, but not limited to, amending the additional license(s) so that they are not on more favorable or less burdensome terms than the terms of this License or amending this License so that its terms are not less favorable or more burdensome than those of any additional license(s). In devising an appropriate remedy, the Town shall consider that, in certain instances, eliminating ongoing obligations after the implementing construction has been undertaken may be inadequate to provide meaningful relief.

(c) In the event the services of any multichannel programming provider competing with the Licensee, is not required to be licensed by the Town, and provides comparable programming to that of Licensee, and becomes available to fifty percent (50%) or more of the households in the Town of Spencer, then to the extent such multichannel programming competitor is not required to (i) pay any franchise fee; (ii) pay for support of public, educational or government access programming; (iii) make grants for public, educational or government access facilities; (iv) provide drops and service to public buildings; (v) construct an I-Net; or (vi) comply with customer service standards, the Town upon written request of the Licensee citing this provision and requesting relief sought, after providing public notice, shall hold a public hearing at which it will consider the reasonableness of Licensee's request for relief from complying with the above mentioned requirements and afford Licensee the opportunity to demonstrate the disparate burdens and inequities on Licensee of having to comply with said requirements. Following said hearing, the Town shall issue a report ascertaining the reasonableness of continuing to require Licensee to engage in the above mentioned requirements and what relief, if any, Licensee may be afforded. In the absence of any applicable federal law that occupies the field

specifically aimed at equalizing competition or otherwise creating a "level playing field" between municipally licensed and non-licensed multichannel programming providers, should the conditions which Licensee demonstrates in the aforementioned hearing give rise to a competitive disadvantage for the Licensee, the Town shall rectify said differences by modifying the License in such a manner as to relieve the Licensee of the burdens which are not imposed on or provided by the Licensee's competitors or by imposing similar requirements on the multichannel programming provider.

SECTION 2.5 C FUTURE RENEWALS

Renewal rights shall be afforded the Licensee at the expiration of this license consistent with applicable state and federal law. In no event shall such renewal rights be less favorable to the Licensee than those set forth in 47 USC Section 546, as it exists on the date hereof.

ARTICLE 3

SYSTEM DESIGN

SECTION 3.1 C SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate its 550 MHz Cable System, currently capable of providing seventy-seven (77) downstream video channels.

(b) Cable Service shall be made available to all homes in the Town; provided, however, that (i) all such homes are on Public or Private Ways where cable service is available on the effective date of this license, or are located on Public Ways; (ii) such Public Ways or private ways can be accessed by Licensee from a Public Way without crossing a Town boundary; and (iii) to the extent that Licensee shall require easements, attachment to utility poles or other rights not granted herein, then such easements, attachments or other rights are available to Licensee on reasonable terms and conditions.

(c) Standard drops and installations shall include aerial drops up to 150 feet in length. Larger aerial drops and underground drops shall be priced based on cost.

SECTION 3.2 C INSTITUTIONAL NETWORK

Within twelve (12) months of the effective date of the license, the Licensee shall construct a 450 MHz bi-directional Institutional Network to be used by the Town and the Licensee which shall be technically capable of transmitting video, audio, text and data. The Town shall have the exclusive right to program, for non-commercial purposes, a combined total of six (6) Upstream and Downstream Channels and shall designate the desired combination of Upstream and Downstream Channels prior to the commencement of activation by the Licensee. Specific channel assignments

shall be made by the Licensee.

The I-Net shall link the municipal and school buildings along the I-Net route and listed in **Exhibit 1** of this Renewal License, attached hereto and made a part hereof. Upon written request, the Licensee shall provide, free of charge, one activated I-Net Drop and Outlet to (i) those buildings listed in **Exhibit 1**; and (ii) such other new or unwired municipally-owned non-residential buildings along the I-Net route as may be designated by the Issuing Authority from time to time.

The I-Net shall be interconnected with the Subscriber Network, in order that video signals originating from Town buildings can be sent Upstream on an I-Net Channel and then connected to a Downstream Subscriber Network Channel. There shall be no charge to the Town for such connections for video signals.

The Licensee shall not be required to attach the I-Net to any of the Town's peripherals or pay for any headend equipment or software which may be necessary for switching the Town's telephone or data traffic. In making installations of I-Net outlets, the Licensee shall not be required to come into contact with asbestos building materials, and the Town shall designate alternate routing to avoid asbestos building materials.

The Licensee shall have the sole responsibility, at its sole cost and expense, for normal maintenance of the I-Net for video signals, I-Net modulators, and I-Net processors for the term of this Renewal License, except for equipment not directly under its control, but including all necessary inspections and performance tests. The Licensee shall only be responsible, at its sole cost and expense, for the transfers of Access Channel video signals between the Subscriber Network and the I-Net. Licensee shall provide any equipment necessary to effectuate such transfers. The term "video" shall include the accompanying audio portion of any video signal. Licensee may impose charges to transport, monitor, manage and service non-video

signals over the I-Net.

Licensee shall locate an I-Net hub site at the site of the Public Access Studio at a site selected by the Issuing Authority and reasonably approved by the Licensee provided the site is one listed in **Exhibit 1**. The Town or School Department shall provide a secure space at the site with twenty-four (24) hour accessibility by Licensee.

Licensee's staff shall meet with Town representatives as reasonably requested to present information regarding the technical capabilities of the I-Net. This provision shall not apply to detailed consultations concerning the design and purchase of equipment for data networks using the I-Net.

The construction cost of the Institutional Network shall be an External Cost and as such may be charged to Spencer subscribers.

SECTION 3.3 C PARENTAL CONTROL CAPABILITY

The Licensee shall provide to Subscribers, at cost (including a reasonable profit) and upon request, and to the extent required by Law, with the capability to control the reception of any channels on the Cable System.

ARTICLE 4

CONSTRUCTION, INSTALLATION and MAINTENANCE STANDARDS

SECTION 4.1 C SERVICE AVAILABLE TO ALL RESIDENTS

Subject to **Section 3.1** supra, the Licensee shall make its Cable Service available to all residences in the Town. Any upgrades or improvements to the Cable System shall be completed within twenty-four (24) months of the start of construction.

SECTION 4.2 C LOCATION OF CABLE SYSTEM

The Licensee shall construct, install, operate and maintain the Cable System within the Town. Poles, towers and other structures shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and other obstructions shall be in accordance with all laws, regulations and/or by-laws.

SECTION 4.3 C UNDERGROUND FACILITIES

(a) For residential subdivisions constructed after the Effective Date of this License with all utilities located underground, the Licensee shall install its Distribution Plant underground, provided: (i) the subdivision contractor building the subdivision shall make the necessary easements available without cost to Licensee; and (ii) the subdivision contractor provides at least sixty (60) days' notice to the Licensee in order for the Licensee to place the Distribution Plant in utility trenches opened by the contractor.

(b) To facilitate the orderly development of new residential subdivisions with underground utilities, the Issuing Authority shall use its best efforts to have the Planning Board (i) require that subdivision developers work with the Licensee during the planning of subdivisions to provide for Distribution Plant installation; (ii) require that a plan for the Distribution Plant be included in the subdivision plan as a condition for Planning Board approval; and (iii) require that the developer provide a copy of the approved plans to the Licensee.

SECTION 4.4 C MAINTENANCE STANDARDS

Subject to the limitations of the original Cable System design, the Licensee will use its reasonable efforts to maintain the original specifications of the Cable System. During the term hereof, the Licensee shall comply with all applicable FCC statutes, regulations and standards relating to the quality of signals transmitted over the Cable System.

SECTION 4.5 C RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon the failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

SECTION 4.6 C TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee unless otherwise provided by Law. The Licensee shall be given at least twenty (20) days' advance notice of any such move.

SECTION 4.7 C DISCONNECTION and RELOCATION

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

SECTION 4.8 C PRIVATE PROPERTY

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

SECTION 4.9 C CONSTRUCTION MAPS

Upon request, the Licensee shall file with the Issuing Authority or its designee accurate maps of existing and newly constructed Cable System plant.

SECTION 4.10 C SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System, only during periods of minimum use, determined in the reasonable discretion of the Licensee; provided; however, that this section shall not apply to necessary interruptions resulting from subscriber change-overs to an upgraded Cable System which requires significant construction.

SECTION 4.11 C COMMERCIAL ESTABLISHMENTS

The Licensee shall make cable services available to any commercial establishments in the Town, which are located on the residential Subscriber Network, subject to the Licensee and each commercial establishment reaching a reasonable agreement regarding the terms and costs of initial installation and service which may or may not differ from the terms and costs that apply to residential Subscribers. It is herein acknowledged that certain programming services may not be available to commercial establishments, or may be available only upon certain terms and conditions, pursuant to Law or the Licensee's agreements with its program suppliers.

SECTION 4.12 C CONTINUITY of SERVICE

(a) It shall be the right of all subscribers, in any area of the Town when and where Licensee is providing service pursuant to this Renewal License, to receive service as long as their financial and other obligations to Licensee are honored. Licensee shall ensure that all subscribers receive continuous, uninterrupted service, except for necessary or unforeseen service interruptions.

(b) Licensee may disconnect service to a subscriber if, after providing notice of signal leakage, subscriber does not permit Licensee to enter property and correct a signal leakage problem, in conformance with FCC technical specifications.

ARTICLE 5

SERVICES and PROGRAMMING

SECTION 5.1 C BASIC SERVICE and OTHER SERVICES

It is the Licensee's intention to provide a Basic Service which shall initially include at least all programming listed on **Form 100**, which list may be modified at Company's sole discretion at any time with or without notice but at all times in accordance with all Laws. In addition, Licensee shall provide video programming within the broad categories listed in **Exhibit 3**.

SECTION 5.2 C FREE CONNECTIONS and BASIC SERVICE TO MUNICIPAL BUILDINGS

Upon written request of the Issuing Authority, the Licensee shall provide one Subscriber Network Drop, Outlet and Basic Service, plus the next tier of service above Basic Service, without charge, to all municipal schools, police and fire stations, municipal libraries, and other municipal buildings, and specifically designated in writing by the Issuing Authority. Licensee shall provide a converter for a complimentary drop outlet only when an individual assumes responsibility for the converter.

SECTION 5.3 C LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612(b)(1)(B) of the 1984 Act, codified at 47 U.S.C. §532(b)(1)(B), the Licensee shall make available channel capacity for commercial use by persons unaffiliated with the Licensee.

ARTICLE 6

PUBLIC, EDUCATIONAL and GOVERNMENTAL ACCESS FACILITIES and SUPPORT

SECTION 6.1 C PEG ACCESS CHANNELS

The Licensee shall make available sufficient bandwidth for three channels for public, educational and governmental ("PEG") access programming use. Management of the access channels shall be the responsibility of the Town, and not the responsibility of the Licensee. Use of these channels by the Town or schools and organizations or producers shall be strictly non-commercial in nature. Underwriting of the costs of access program production is permitted provided the sponsor(s) do not advertise on the programs. Underwriter acknowledgments similar to those appearing on public broadcast stations shall be permitted.

SECTION 6.2 C PUBLIC, EDUCATIONAL and GOVERNMENTAL ACCESS EQUIPMENT/FACILITIES FUND

(a) The Licensee shall provide a one-time cash fund to the Town in the amount of EIGHTY THOUSAND DOLLARS (\$80,000) or provide a combination of cash and equipment and facilities of an equivalent value. Said FUND and/or equipment and facilities shall be used for the purchase of PEG access equipment and supplies. The Licensee shall make said payment in full following the Execution Date of this Renewal License, upon thirty (30) days advance written notice to the Licensee from the Issuing Authority. The cost of this FUND shall be an EXTERNAL COST and may be charged to Spencer subscribers.

(b) the Licensee shall make an additional annual cash deposit to the Town in the amount of THIRTY THOUSAND DOLLARS (\$30,000) for the operation of PEG

programming activities and the maintenance and replacement of PEG access equipment and facilities. Said THIRTY THOUSAND DOLLARS (\$30,000) shall be paid to the Town within thirty (30) days of the Execution Date of the License, and as a single payment by September 30th of each year of the term thereafter. TWENTY THOUSAND DOLLARS (\$20,000) of this annual operating fund shall be excluded from the annual external cost assessment pursuant to rate regulation rules.

(c) Within ninety (90) days of the Execution Date, subject to availability, the Licensee shall supply two (2) character generators to the Town for use by the Town on the PEG access channels. The cost of these character generators shall be an External Cost and may be charged to Spencer subscribers.

SECTION 6.3 C EQUIPMENT OWNERSHIP and MAINTENANCE

The Town shall own and maintain all equipment purchased with PEG access equipment funding pursuant to **Section 6.2** supra.

SECTION 6.4 C ACCESS CABLECASTING

In order that the Town can cablecast its programming over its PEG access downstream channels, the PEG access programming shall be modulated, then transmitted to the Cable System headend on an upstream I-Net Channel designated for Town use pursuant to **Section 3.2** above. The Licensee shall provide, at its sole cost and expense, three (3) modulators and three (3) processors to the Town to ensure that such programming can be transmitted as required herein.

SECTION 6.5 C EDITORIAL CONTROL

Neither the Licensee nor the Issuing Authority may engage in any editorial control of the content of the access programming on the Cable System, except as otherwise required or permitted by Law. In furtherance thereof, the Town will require program producers to assume individual responsibility for any program-based liability, subject to the 1984 Act and FCC requirements.

SECTION 6.6 C PUBLIC ACCESS TO THE CABLE SYSTEM

Any resident of the Town, employee of the Town, or any organization based in or serving the Town, shall have the right to place programming on the public access channels, and shall have access to access facilities and equipment, and to access training, subject to rules, if any, established by the Issuing Authority pursuant to this License.

SECTION 6.7 C ACCESS COORDINATOR

The Town shall designate a P.E.G. Access Coordinator who shall be responsible for P.E.G. operations, equipment purchase and management, production training, and other duties as assigned by the Issuing Authority.

SECTION 6.8 C LICENSEE TECHNICAL ASSISTANCE and TRAINING

Licensee shall initially supply technical assistance to the Access Coordinator, as requested but not to exceed eighty (80) man-hours to select and install equipment, and to establish access operational practices. Licensee shall also provide training for the Access Coordinator and up to three (3) other Town or School access personnel by having them take part in a Production Training Course conducted by the Licensee. On a continuing basis, Licensee shall provide occasional technical assistance to the Access Coordinator from time-to-time on an as-needed basis. These training and technical assistance services shall be provided at no cost within the scope defined herein, and with no external cost pass-throughs.

ARTICLE 7

LICENSE FEES

SECTION 7.1 C LICENSE FEE

(a) Pursuant to M.G.L. Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a license fee equal to \$0.50 per Subscriber per year, or such higher amount as may in the future be allowed pursuant to Law, subject to **Section 7.1(c)** below. The number of Subscribers, for purposes of this section, shall be calculated as of the last day of each year.

(b) In the event that the Town is permitted by Law to collect a license fee expressed as a percentage of gross annual revenue in the future, the Licensee shall (i) immediately commence paying such a percentage license fee to the Town in accordance with applicable Law and based on gross annual revenues; and (ii) file with the Issuing Authority, with each such percentage license fee payment, a statement certified by a financial officer of Licensee certifying the total of all Gross Annual Revenues derived during the previous year.

(c) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable Law in excess of five (5) percent of its gross annual revenues; provided, however, that said five (5) percent cap shall include the annual operating deposit pursuant to **Section 6.2(b)** but shall not include the equipment/facilities fund payable pursuant to **Section 6.2(a)**. Further, if in the future, payments to the Town are based on a percentage of gross annual revenue and said payments are in excess of (1) one percent of Licensee's gross annual revenues, said payments will be decreased by the aggregate amount of annual access funding given to Town by Licensee.

SECTION 7.2 C PAYMENT

(a) Pursuant to M.G.L. Chapter 166A, Section 9, the license fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless otherwise required by Law.

(b) All license fees and payments pursuant to **Section 6.2** which are not provided upon the due date shall be subject to interest from the due date until paid at the rate of 4.0% over the Wall Street Journal Prime Rate.

ARTICLE 8

RATES and CHARGES

SECTION 8.1 C NOTIFICATION OF RATES and CHARGES

The Licensee shall inform the Issuing Authority of all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall inform the Issuing Authority of all changes in service, rates and charges of any kind, and all terms and conditions relating thereto in such time and manner as necessary to comply with Law, and to the extent such service charges are under Licensee's control. The Licensee shall notify all Subscribers of any impending rate increases in such time and manner as necessary to comply with Law.

SECTION 8.2 C PUBLICATION and NON-DISCRIMINATION

All rates for residential service shall be published and non-discriminatory, although discounts may be made available to senior citizens and/or handicapped Subscribers, or through bulk accounts. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting Subscribers.

SECTION 8.3 C CREDIT FOR SERVICE INTERRUPTION

Pursuant to 207 CMR 10.09(1), Licensee shall 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.

Pursuant to 207 CMR 10.09(2), if an entire tier or premium service of a Subscriber's Cable Service is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall provide a pro rata credit or rebate for each tier or premium service interruption as provided in 207 CMR 10.09(1).

ARTICLE 9

INSURANCE and BONDS

SECTION 9.1 C INSURANCE

The Licensee shall carry insurance with an insurance company qualified to do business in the Commonwealth of Massachusetts indemnifying the Licensee, the Town, its officers or employees from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, or maintenance of its cable system, excluding those arising out of or in connection with any act or negligence of the Town, its officers, servants, employees or agents. The amount of such insurance against liability for damage to property shall be no less than THREE MILLION DOLLARS (\$3,000,000) as to any one accident. The amount of such insurance for liability for injury or death to persons shall be not less than THREE MILLION DOLLARS (\$3,000,000) on account of injury to or death of any one person and THREE MILLION DOLLARS (\$3,000,000) on account of injury to or death of any number of persons in any one accident.

SECTION 9.2 C PERFORMANCE BOND

The Licensee shall submit and maintain throughout the License a bond with corporate surety satisfactory to the Issuing Authority in the amount of TWENTY THOUSAND DOLLARS (\$20,000) conditioned on the following terms:

- (1) The satisfactory completion of the installation and operation of the cable system in accordance with the provision of Section 5(a), (m) & (n) of G.L.c. 166A, and this License. Until the Institutional Network is constructed and operating, the amount of the bond shall be \$162,000;
- (2) The satisfactory restoration of pavements, sidewalks and other

improvements in accordance with G.L.c. 166A S.5(g) and as approved by the Issuing Authority and Superintendent of Streets of the Town;

- (3) The slighty preservation of trees and the vegetation in accordance with G.L.c. 166A and as approved by the Issuing Authority and Tree Warden;
- (4) The indemnification of the Town in accordance with G.L.c. 166A S.5(b);
- (5) The satisfactory removal of the cable system in accordance with G.L.c. 166A S.5(f) and within six (6) months from the date of lawful notice from the Issuing Authority to so remove the cable system.

ARTICLE 10

ADMINISTRATION and REGULATION

SECTION 10.1 C REGULATORY AUTHORITY

The Issuing Authority and/or its designees shall be responsible for the day-to-day regulation of the Cable System. The Issuing Authority and/or the Advisory Committee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of breach pursuant to **Section 11.1** infra.

SECTION 10.2 C NON-DISCRIMINATION

The Licensee shall not discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of Law or regulations, relating to nondiscrimination through the term of this Renewal License.

SECTION 10.3 C REMOVAL or RELOCATION

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

SECTION 10.4 C INSPECTION

The Issuing Authority or its designee shall have the right to inspect the plant, equipment or other property of the Licensee in the Town upon reasonable notice. The Licensee shall fully cooperate in such inspections.

SECTION 10.5 C JURISDICTION

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

SECTION 10.6 C ANNUAL LICENSE REVIEW

At the Issuing Authority's request, the Licensee and the Town shall meet to assess the overall performance of the Licensee in providing Cable Communications Services in the Town. Such meetings shall be public, and shall be posted and conducted as required by Law.

ARTICLE 11

DETERMINATION OF BREACH LIQUIDATED DAMAGES C LICENSE REVOCATION

SECTION 11.1 C DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any provision of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions of which the Issuing Authority believes Licensee to be 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 within thirty (30) days of notice thereof, 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.

In the event that the Licensee fails to respond to such notice of default, to cure the default or to take reasonable steps to cure the default, the Issuing Authority shall promptly schedule a public hearing no sooner than fourteen (14) days after a determination has been made by the Issuing Authority that Licensee has not appropriately responded, cured, nor taken appropriate measures to attempt to cure the default, and written notice, by certified mail, of such has been delivered to the Licensee. The Licensee shall be provided reasonable opportunity to offer

evidence and be heard at such public hearing. If the Issuing Authority determines after public hearing that a continuing state of default exists, and that its cure is unlikely or untimely, Issuing Authority may determine to pursue any of the remedies available to it under Law.

SECTION 11.2 C REVOCATION OF THE RENEWAL LICENSE

In the event that the License fails to comply with any material provision of this Renewal License in any material fashion, the Issuing Authority may revoke the Renewal License granted herein, subject to the procedures of Law and this Renewal License and Mass. G.L.c 166A, Section 11 as it exists on the date hereof.

SECTION 11.3 C TERMINATION

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; (ii) the revocation of the Renewal License by action of the Issuing Authority, pursuant to **Section 11.1 and 11.2** above, or (iii) the expiration of the term of this Renewal License. In the event of any termination, the Town shall have all of the rights provided in this Renewal License.

SECTION 11.4 C NOTICE TO PARTIES OF LEGAL ACTION

In the event that either party hereto intends to take legal action of any kind against the other party for any reason, the moving party shall first (i) give the other party at least forty-five (45) days' notice that an action will be filed; (ii) meet with the other party before it files any such action; and (iii) negotiate in good faith the issue which is the subject of any threatened legal action.

SECTION 11.5 C LICENSEE'S RIGHT OF APPEAL

Nothing herein shall be deemed to limit the right of the Licensee to appeal any decision of the Issuing Authority to any court or governmental agency having jurisdiction thereof.

ARTICLE 12

SUBSCRIBER RIGHTS and CONSUMER PROTECTION

SECTION 12.1 C BUSINESS-CUSTOMER SERVICE OFFICE/PAYMENT CENTER/TELEPHONE ANSWERING SERVICE

(a) The Licensee shall maintain sufficient customer service representatives ("CSRs") at its business-customer service office to handle all Spencer subscriber calls during normal operating hours.

(b) After normal business hours, the Licensee shall maintain a telephone answering service to handle subscriber emergencies.

(c) All after-hours telephone calls regarding outages shall be acted upon promptly, and one of the Licensee's on-call technicians shall be contacted.

SECTION 12.2 C INITIAL INSTALLATION and SERVICE CALL PROCEDURES IN WIRED AREAS

The Licensee shall provide Cable Service to those residents whose homes are passed by the Cable System and who have requested service and have paid a deposit for such service, if required, within fourteen (14) days of receipt of the request and deposit for standard aerial installations. In arranging appointments for cable installation work or service calls, the Licensee shall make its best efforts to specify to the resident, in advance, whether installation or service will occur in the morning or afternoon hours. The Licensee shall make reasonable efforts to install or perform service at times convenient to residents, including times other than 9:00 AM to 5:00 PM weekdays. Failure to install within fourteen (14) days, or to make a service call as scheduled, without just cause or resident fault, shall require the Licensee to automatically offer a priority cable installation or service call to the affected resident at a time mutually agreeable to the Licensee and such affected resident, but in no case later than three (3) working days following the initial installation or service call date unless mutually agreed to otherwise by the parties.

SECTION 12.3 C SUBSCRIBER SOLICITATION PROCEDURES

The Licensee shall provide all prospective Subscribers with complete, clear and concise written information concerning all services and rates upon solicitation or prior to, or at the time of, installation of cable service. Such sales materials shall clearly and conspicuously disclose the price and other information concerning the Licensee's lowest cost service tier, prices of optional and premium services, privacy policies, availability and price of equipment and billing practices.

SECTION 12.4 C BILLING PRACTICES INFORMATION and PROCEDURES

(a) The Licensee shall inform all prospective Subscribers of complete information respecting billing and collection procedures, procedures for ordering changes in or termination of service, and refund policies, upon solicitation of service and prior to the consummation of any agreement for installation of service.

(b) Billing procedures shall be as follows:

(i) The Licensee shall bill all residential Subscribers to its Cable Television Service in a uniform, non-discriminatory manner.

(ii) The Licensee shall provide all Subscribers with an itemized bill that contains, at a minimum, the following information:

- a. A list of each service or package received for the particular billing period;
- b. the rate or charge for each service or package received;
- c. the period of time over which said services are billed; and
- d. the total charges for the monthly period, separate from any previous balance due.

(iii) Licensee shall detail to Subscribers that portion of the monthly cable bill allocated to pay the license fees, access costs, or other External Costs.

**SECTION 12.5 C DISCONNECTION and TERMINATION
OF CABLE SERVICES**

The account of a Subscriber shall be considered delinquent and therefore subject to disconnection only in accordance with Licensee's payment policy and subject to all applicable State regulations.

**SECTION 12.6 C RESPONSE TO SERVICE CALLS and SERVICE
COMPLAINTS/REBATE PROCEDURES**

(a) The Licensee shall use its best efforts to respond to all complaint calls or requests for repair service during regular business hours Monday through Friday, on the same day, provided that such service complaint or request for service is received by 12:00 PM. A subscriber complaints or request for service received after regular business hours shall be responded to the next business day. In all normal operating conditions, Licensee shall respond to requests for service within twenty-four (24) hours.

(b) The Licensee shall ensure that there are stand-by personnel on-call at all times after normal business hours.

(c) Licensee shall respond to system outages as soon as practicable, twenty-four (24) hours a day.

SECTION 12.7 C COMPLAINT RESOLUTION PROCEDURES

(a) In compliance with Law, the Licensee shall establish a procedure for resolution of billing 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, annually.

(b) If the Issuing Authority determines it to be in the public interest, the Issuing Authority or its designee may investigate any multiple complaints or

disputes that are both specific and similar, brought by Subscribers arising from the operations of the Licensee, provided said Subscribers make a good faith effort to comply with the procedures specified in **Section 12.7(a)** above for the resolution of complaints.

(c) In the event that the Issuing Authority finds a pattern of multiple specific and similar unresolved subscriber complaints, the Issuing Authority may request appropriate and reasonable amendments to the Licensee's procedures for the resolution of complaints.

SECTION 12.8 C CHANGE OF SERVICE

Upon notification by a Subscriber to disconnect or downgrade a basic or premium service, the Licensee shall cease and/or adjust said Subscriber's monthly service charges immediately or as of the Subscriber's specified disconnect or downgrade date.

SECTION 12.9 C EMPLOYEE and AGENT IDENTIFICATION CARDS

All of the Licensee's employees and agents entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to carry an employee identification card issued by the Licensee.

SECTION 12.10 C F.C.C. CUSTOMER SERVICE

The Licensee shall make all reasonable efforts to comply with the F.C.C. Customer Service Standards (47 CFR 76.309.c) under normal operating conditions, which standards are attached hereto as **Exhibit 2** and incorporated herein. In the event that said F.C.C. standards conflict with any customer service provision herein, the Renewal License provisions shall control.

SECTION 12.11 C PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable System and shall not violate such rights through the use of any device or signal associated with the Cable Television Service, and as hereinafter provided. Granted, however, the Licensee shall have the right to take reasonable steps to avoid signal piracy.

(b) The Licensee shall comply with all privacy provisions contained in applicable Laws, including, but not limited to, the provisions of Section 631 of the 1984 Act.

SECTION 12.12 C VCR/CABLE COMPATIBILITY; A/B SWITCH

In order to assist subscribers who own "cable ready" VCR's to interconnect such VCR's with their "cable ready" television sets, and to assist subscribers in the interconnection of non-cable ready VCR's and television sets, Licensee has prepared instructional materials and shall, upon request, during the course of an installation, provide one (1) "A/B switch" and a splitter to each such subscriber, at cost, to facilitate such interconnection. Use of such an A/B switch and splitter will allow any subscriber with a cable-ready VCR to record any channel while viewing an unscrambled channel, or vice-versa, without the need of a second converter. The simultaneous viewing of one (1) scrambled channel and taping of another scrambled channel requires a "second set" converter and applicable monthly charges and deposit.

ARTICLE 13

REPORTS and INFORMATION

SECTION 13.1 C GENERAL

(a) Upon request of the Issuing Authority, the Licensee shall promptly submit to the Town any information with respect to the Cable System regarding the Licensee, its business and operations, or any affiliated person, in such form and containing such detail as may be specified by the Town pertaining to the subject matter of this Renewal License and which may be reasonably required to establish the Licensee's performance of its obligations pursuant to this Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

SECTION 13.2 C FINANCIAL and OTHER REPORTS

To the extent required by Law and the Commission, the Licensee shall furnish the Issuing Authority with financial and other reports necessary to ensure compliance with the License.

SECTION 13.3 C SUBSCRIBER COMPLAINT REPORTS

The Licensee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Issuing Authority with respect to any subscriber complaint. Such report shall provide a full explanation of the investigation, findings and corrective steps taken, as allowed by Law.

ARTICLE 14

EMPLOYMENT

SECTION 14.1 C EMPLOYMENT

The Licensee shall be an Equal Opportunity/Affirmative Action Employer and adhere to all federal, state and/or local laws and regulations regarding employment and employment discrimination. Pursuant to 47 CFR 76.311 and other applicable regulations of the FCC, the Licensee shall file an *Equal Opportunity/Affirmative Action Program* with the FCC and otherwise comply with all FCC regulations with respect to equal employment/affirmative action opportunities. The Licensee shall comply with all relevant sections of the 1984 Act.

ARTICLE 15

MISCELLANEOUS PROVISIONS

SECTION 15.1 C ENTIRE AGREEMENT

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

SECTION 15.2 C SEPARABILITY

This Renewal License is subject to the terms and conditions contained in M.G.L. Chapter 166A, as amended; the regulations of the Commission and the FCC; the 1984 Cable Act as amended; and all Town, State and federal statutes and by-laws of general application.

The Licensee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with the Massachusetts Electrical Code, the National Electric Code, the National Electrical Safety Code, the National Electrical Code of the National Fire Protection Association, the NCTA Safety Manual, the rules and regulations of the Commission and the Federal Communications Commission, building and zoning codes, and land use restrictions as the same exist or may be amended hereafter. Any conflicts between said codes shall be resolved by the Licensee.

If any section, sentence, paragraph, term or provision of this Renewal 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 hereof, all of which shall remain in full force and effect

for the term of this Renewal License.

SECTION 15.3 C WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Execution Date of this Renewal License: (i) The Licensee is duly organized, validly existing and in good standing under the laws of the State; (ii) the Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License; (iii) this Renewal License is enforceable against the Licensee in accordance with the provisions herein; and (iv) there is no action or proceeding pending or threatened against the Licensee which would interfere with its performance of this Renewal License.

SECTION 15.4 C FORCE MAJEURE

If by 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. The term "*force majeure*" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority, whether legal or illegal; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment, services and/or materials beyond the control of the Licensee; and the inability of Licensee to obtain, on customary and reasonable terms, easements, permits or licenses for the attachment or placement of the System, or parts thereof, to any pole or underground conduit not owned by Licensee, or any other cause or event not reasonably within the control of the disabled party.

SECTION 15.5 C REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to Subscribers, at the Licensee's costs for labor and materials, an adequate switching device ("A/B Switch") to allow Subscribers to choose between cable and non-cable television reception.

SECTION 15.6 C STATEMENT OF THE LICENSE

By executing this Renewal License, the Licensee represents that to the best of its knowledge and belief: (i) none of the officers, directors or general partners of the Licensee have any relation or interest in any local broadcast station or telephone company that would be in violation of Section 613 of the 1984 Act; and (ii) as of the date of execution hereof, the performance of all terms and conditions in this Renewal License is commercially practicable.

SECTION 15.7 C APPLICABILITY OF RENEWAL LICENSE

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

SECTION 15.8 C NOTICES and REQUESTS

(a) Every notice and/or request to be served upon the Issuing Authority shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the *Board of Selectmen, Town Hall, Spencer, Massachusetts 01562*, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the *General Manager, Greater Media Cable, Central Massachusetts Region, 95 Higgins Street, Worcester, Massachusetts 01606*, with a copy sent to *General Counsel, Greater Media, Inc., Post Office Box 1059, Two Kennedy Boulevard, East Brunswick, New Jersey 08816-1059*, or such other address as the Licensee may specify in writing to the Issuing Authority. The

delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice.

(b) Whenever notice of any public meeting relating to the Cable System is required by Law, regulation or this Renewal License, upon notice by the Town, the Town shall publish or cause to be published notice of same, sufficient to identify its time, place and purpose, in a Town newspaper of general circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing.

(c) Subject to **Section 15.8(a)** above, all required notices shall be in writing.

SECTION 15.9 C PREEMPTION

Should any conflict arise between the terms herein and Federal or State Law governing cable television, then the applicable Law shall control.

SIGNATURE PAGE

In WITNESS WHEREOF, this Renewal License is hereby issued by the Board of Selectmen for the **Town of Spencer, Massachusetts** , as Issuing Authority, and all terms and conditions are hereby agreed to by **Greater Worcester Cablevision, Inc.**, as of the date first written above.

Chairman, Board of Selectmen

Peter A. Bordes, President

Member, Board of Selectmen

Member, Board of Selectmen

Member, Board of Selectmen

Member, Board of Selectmen

EXHIBIT 1

INSTITUTIONAL NETWORK CONNECTIONS (Drops)

As initially constructed, the Institutional Network shall connect the following sites:

1. David Prouty High School
2. Lake Street School
3. Knox Trail Regional Junior High School
4. David Prouty Intermediate School
5. Spencer Town Hall
6. Howe Village
7. Spencer Rescue Squad
8. Maple Street School
9. Depot Village
10. Spencer Civil Defense Facility
11. Richard Sugden Library
12. West Main Street School
13. Spencer Police Department
14. Spencer Fire Department
15. Sewage Treatment Plant
16. Highway Department
17. Water Department

EXHIBIT 2

F.C.C. CUSTOMER SERVICE STANDARDS

(CFR 76.309.c)

EXHIBIT 3

PROGRAMMING CATEGORIES

Broadcast Stations as required by Federal Law

Access Channels

Children's

Music

Government/Public Affairs/News

Sports

General Entertainment/Variety Programming

Shopping Services

Cultural/Arts

Educational

Science/Health

Financial and Business