

CABLE TELEVISION RENEWAL LICENSE

Granted to

**MEDIAONE
OF MASSACHUSETTS, INC.**

By

**THE BOARD OF SELECTMEN
TOWN OF RANDOLPH,
MASSACHUSETTS**

October 30, 1998

Renewal Cable Television License - Town of Randolph, MA
Term: 10/31/98 - 10/30/08 (10 yrs)

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS	<u>1</u>
SECTION 1.1 --- DEFINITIONS:	<u>1</u>
ARTICLE 2 GRANT OF LICENSE	<u>7</u>
SECTION 2.1 --- GRANT OF LICENSE	<u>7</u>
SECTION 2.2 --- TERM OF LICENSE	<u>8</u>
SECTION 2.3 --- NON-EXCLUSIVITY OF LICENSE	<u>8</u>
SECTION 2.4 --- POLICE AND REGULATORY POWERS	<u>9</u>
SECTION 2.5 --- REMOVAL OR ABANDONMENT	<u>9</u>
SECTION 2.6 --- TRANSFER OF THE LICENSE	<u>9</u>
SECTION 2.7 --- EFFECT OF UNAUTHORIZED TRANSFER ACTION	<u>10</u>
SECTION 2.8 --- CONDITIONS OF SALE	<u>11</u>
ARTICLE 3 SYSTEM DESIGN	<u>12</u>
SECTION 3.1 --- SUBSCRIBER NETWORK	<u>12</u>
SECTION 3.2 --- TECHNOLOGY GRANT/INSTITUTIONAL NETWORK	<u>12</u>
SECTION 3.3 --- AUDIO LEVELING REQUIREMENT	<u>13</u>
SECTION 3.4 --- EMERGENCY ALERT OVERRIDE CAPACITY	<u>13</u>
SECTION 3.5 --- PARENTAL CONTROL CAPABILITY	<u>13</u>
ARTICLE 4 MAINTENANCE AND OPERATION	<u>14</u>
SECTION 4.1 --- SERVICE AVAILABLE TO ALL RESIDENTS	<u>14</u>
SECTION 4.2 --- LOCATION OF CABLE TELEVISION SYSTEM	<u>14</u>
SECTION 4.3 --- UNDERGROUND FACILITIES	<u>14</u>
SECTION 4.4 --- TREE TRIMMING	<u>15</u>
SECTION 4.5 --- RESTORATION TO PRIOR CONDITION	<u>15</u>
SECTION 4.6 --- TEMPORARY RELOCATION	<u>15</u>
SECTION 4.7 --- DISCONNECTION AND RELOCATION	<u>15</u>
SECTION 4.8 --- SAFETY STANDARDS	<u>16</u>
SECTION 4.9 --- PEDESTALS	<u>16</u>
SECTION 4.10 --- PRIVATE PROPERTY	<u>16</u>
SECTION 4.11 --- RIGHT TO INSPECTION OF CONSTRUCTION	<u>16</u>
SECTION 4.12 --- CONSTRUCTION MAPS	<u>17</u>
SECTION 4.13 --- STANDBY POWER	<u>17</u>
SECTION 4.14 --- SERVICE INTERRUPTION	<u>17</u>
SECTION 4.15 --- COMMERCIAL ESTABLISHMENTS	<u>17</u>
SECTION 4.16 --- "DIG SAFE"	<u>17</u>
ARTICLE 5 SERVICES AND PROGRAMMING	<u>18</u>
SECTION 5.1 --- BASIC SERVICE	<u>18</u>
SECTION 5.2 --- PROGRAMMING	<u>18</u>
SECTION 5.3 --- LEASED CHANNELS FOR COMMERCIAL USE	<u>18</u>
SECTION 5.4 --- VCR/CABLE COMPATIBILITY	<u>18</u>
SECTION 5.5 --- CONTINUITY OF SERVICE	<u>19</u>
SECTION 5.6 --- FREE DROPS, OUTLETS AND MONTHLY STANDARD SERVICE PACKAGE TO PUBLIC BUILDINGS	<u>19</u>
SECTION 5.7 --- CHANGES IN CABLE TELEVISION TECHNOLOGY	<u>20</u>
SECTION 5.8 --- FCC SOCIAL CONTRACT	<u>21</u>

ARTICLE 6 PUBLIC, EDUCATIONAL AND GOVERNMENTAL (“PEG”) ACCESS FACILITIES AND SUPPORT	22
SECTION 6.1 --- PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS	22
SECTION 6.2 --- ACCESS CORPORATION	22
SECTION 6.3 --- PEG ACCESS CHANNELS	22
SECTION 6.4 --- ANNUAL SUPPORT FOR PEG ACCESS	23
SECTION 6.5 --- ACCESS EQUIPMENT FUNDING	24
SECTION 6.6 --- EQUIPMENT OWNERSHIP	24
SECTION 6.7 --- PEG ACCESS PAYMENTS	24
SECTION 6.8 --- PEG ACCESS CHANNELS MAINTENANCE	25
SECTION 6.9 --- ACCESS CABLECASTING	25
SECTION 6.10 --- CENSORSHIP	26
ARTICLE 7 LICENSE FEES	27
SECTION 7.1 --- LICENSE FEE ENTITLEMENT	27
SECTION 7.2 --- EXTERNALIZATION OF LICENSE COSTS	27
SECTION 7.3 --- PAYMENT	27
SECTION 7.4 --- OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS	28
SECTION 7.5 --- LATE PAYMENT	28
SECTION 7.6 --- RECOMPUTATION	28
SECTION 7.7 --- METHOD OF PAYMENT	29
ARTICLE 8 RATES AND CHARGES	30
SECTION 8.1 --- RATE REGULATION	30
SECTION 8.2 --- NOTIFICATION OF RATES AND CHARGES	30
SECTION 8.3 --- PUBLICATION AND NON-DISCRIMINATION	30
SECTION 8.4 --- SENIOR CITIZEN DISCOUNT	30
ARTICLE 9 INSURANCE AND BONDS	31
SECTION 9.1 --- INSURANCE	31
SECTION 9.2 --- PERFORMANCE BOND	32
SECTION 9.3 --- REPORTING	32
SECTION 9.4 --- INDEMNIFICATION	33
SECTION 9.5 --- NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE	33
ARTICLE 10 ADMINISTRATION AND REGULATION	34
SECTION 10.1 --- REGULATORY AUTHORITY	34
SECTION 10.2 --- PERFORMANCE EVALUATION HEARINGS	34
SECTION 10.3 --- NON-DISCRIMINATION	35
SECTION 10.4 --- EMERGENCY REMOVAL OF PLANT	35
SECTION 10.5 --- REMOVAL AND RELOCATION	35
SECTION 10.6 --- INSPECTION	36
SECTION 10.7 --- JURISDICTION	36
ARTICLE 11 DETERMINATION OF BREACH LICENSE REVOCATION	37
SECTION 11.1 --- DETERMINATION OF BREACH	37
SECTION 11.2 --- REVOCATION OF THE LICENSE	38
SECTION 11.3 --- TERMINATION	38
SECTION 11.4 --- NOTICE TO TOWN OF LEGAL ACTION	38
SECTION 11.5 --- NON-EXCLUSIVITY OF REMEDY	39
SECTION 11.6 --- NO WAIVER-CUMULATIVE REMEDIES	39

ARTICLE 12 SUBSCRIBER RIGHTS AND CONSUMER PROTECTION	<u>40</u>
SECTION 12.1 --- CUSTOMER SERVICE OFFICE	<u>40</u>
SECTION 12.2 --- TELEPHONE ACCESS	<u>40</u>
SECTION 12.3 --- ANSWERING SERVICE	<u>41</u>
SECTION 12.4 --- INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME	<u>41</u>
SECTION 12.5 --- FCC CUSTOMER SERVICE OBLIGATIONS	<u>42</u>
SECTION 12.6 --- BUSINESS PRACTICE STANDARDS	<u>43</u>
SECTION 12.7 --- COMPLAINT RESOLUTION PROCEDURES	<u>43</u>
SECTION 12.8 --- DAMAGE OR LOSS OF EQUIPMENT	<u>44</u>
SECTION 12.9 --- REMOTE CONTROL DEVICES	<u>44</u>
SECTION 12.10 --- LOSS OF SERVICE-SIGNAL QUALITY	<u>44</u>
SECTION 12.11 --- EMPLOYEE IDENTIFICATION CARDS	<u>44</u>
SECTION 12.12 --- PROTECTION OF SUBSCRIBER PRIVACY	<u>45</u>
SECTION 12.13 --- PRIVACY WRITTEN NOTICE	<u>45</u>
SECTION 12.14 --- MONITORING	<u>45</u>
SECTION 12.15 --- DISTRIBUTION OF SUBSCRIBER INFORMATION	<u>46</u>
SECTION 12.16 --- POLLING BY CABLE	<u>46</u>
SECTION 12.17 --- INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS	<u>46</u>
SECTION 12.18 --- SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION	<u>47</u>
SECTION 12.19 --- PRIVACY STANDARDS REVIEW	<u>47</u>
SECTION 12.20 --- CUSTOMER SERVICE REVIEW AND COMPLIANCE	<u>47</u>
ARTICLE 13 REPORTS, AUDITS AND PERFORMANCE TESTS	<u>48</u>
SECTION 13.1 --- GENERAL	<u>48</u>
SECTION 13.2 --- FINANCIAL REPORTS	<u>48</u>
SECTION 13.3 --- CABLE SYSTEM INFORMATION	<u>48</u>
SECTION 13.4 --- IN-HOUSE TELEPHONE REPORTS	<u>48</u>
SECTION 13.5 --- INDIVIDUAL COMPLAINT REPORTS	<u>49</u>
SECTION 13.6 --- ANNUAL PERFORMANCE TESTS	<u>49</u>
SECTION 13.7 --- QUALITY OF SERVICE	<u>49</u>
SECTION 13.8 --- DUAL FILINGS	<u>50</u>
SECTION 13.9 --- INVESTIGATION	<u>50</u>
ARTICLE 14 EMPLOYMENT	<u>51</u>
SECTION 14.1 --- EQUAL EMPLOYMENT OPPORTUNITY	<u>51</u>
SECTION 14.2 --- NON-DISCRIMINATION	<u>51</u>
ARTICLE 15 MISCELLANEOUS PROVISIONS	<u>52</u>
SECTION 15.1 --- ENTIRE AGREEMENT	<u>52</u>
SECTION 15.2 --- CAPTIONS	<u>52</u>
SECTION 15.3 --- SEPARABILITY	<u>52</u>
SECTION 15.4 --- ACTS OR OMISSIONS OF AFFILIATES	<u>52</u>
SECTION 15.5 --- LICENSE EXHIBITS	<u>52</u>
SECTION 15.6 --- WARRANTIES	<u>53</u>
SECTION 15.7 --- REMOVAL OF ANTENNAS	<u>53</u>
SECTION 15.8 --- SUBSCRIBER TELEVISION SETS	<u>53</u>
SECTION 15.9 --- APPLICABILITY OF LICENSE	<u>53</u>
SECTION 15.10 --- NOTICES	<u>54</u>
SECTION 15.11 --- NO RECOURSE AGAINST THE ISSUING AUTHORITY	<u>54</u>

SECTION 15.12 --- TOWN'S RIGHT OF INTERVENTION	<u>54</u>
SECTION 15.13 --- TERM	<u>55</u>
SIGNATURE PAGE	<u>56</u>
EXHIBITS	<u>57</u>
EXHIBIT 1 PROGRAMMING AND INITIAL SIGNAL CARRIAGE	<u>58</u>
EXHIBIT 2 VCR CABLE CONNECTION OPTIONS	<u>59</u>
EXHIBIT 3 FREE DROPS, OUTLETS AND MONTHLY STANDARD SERVICE PACKAGE TO PUBLIC BUILDINGS	<u>60</u>
EXHIBIT 4 FREE DROPS, OUTLETS AND MONTHLY STANDARD SERVICE PACKAGE TO PUBLIC SCHOOLS	<u>61</u>
EXHIBIT 5 MOBILE PRODUCTION VAN AND VIDEO EQUIPMENT	<u>62</u>
EXHIBIT 6 FCC CUSTOMER SERVICE OBLIGATIONS (SECTION 76.309)	<u>73</u>
EXHIBIT 7 BILLING AND TERMINATION OF SERVICE (207 CMR 10.00)	<u>74</u>
EXHIBIT 8 THE CABLE ACT	<u>75</u>

ARTICLE 1

DEFINITIONS

Section 1.1 --- DEFINITIONS:

For the purpose of this License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Randolph resident and/or any Persons affiliated with a Randolph institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use in this contract.

(2) Access Channel: A video channel which the Licensee shall make available to the Town of Randolph and/or the Access Corporation, without charge, for the purpose of transmitting non-commercial Programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Access Corporation: The entity, designated by the Issuing Authority of the Town of Randolph, for the purpose of operating and managing the use of Public, Educational and Governmental ("PEG") Access funding, equipment and channels on the Cable Television System.

(4) Affiliate or Affiliated Person: A Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another Person. The term "own" means to own an equity interest (or the equivalent thereof) of more than ten percent (10%).

(5) Basic Service: Any Service distributed over the Cable System, which includes, without limitation, all Public, Educational and Governmental ("PEG") Access Channels and all broadcast Signals required to be carried on Basic Service pursuant to Federal Law. Said Service tier may be marketed by the Licensee under a brand name which may change from time to time.

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

(7) Cable Advisory Committee: The Cable Television Advisory Committee/Access Corporation Board as appointed and charged by the Issuing Authority.

(8) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Energy pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

(9) Cable Programming Services: Those Service tiers which include all Video Programming Services except the Basic Broadcast Service tier and Pay and Pay-Per-View. Said Service tiers may be marketed by the Licensee under a brand name which may change from time to time.

(10) Cable Service: The transmission to Subscribers of Video Programming or other Programming Services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming Services.

(11) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town.

(12) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.

(13) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(14) CMR: The acronym for "Code of Massachusetts Regulations."

(15) Department of Public Works ("DPW"): The Department of Public Works of the Town of Randolph, Massachusetts.

(16) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

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

(18) Educational Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority for use by, among others, educational institutions and/or educators wishing to present non-commercial educational Programming and/or information to the public, subject to the approval of the Issuing Authority.

(19) Effective Date of the License (the "Effective Date"): October 31st, 1998.

(20) Execution Date of the License (the "Execution Date"): October 30th, 1998.

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

(22) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or the Access Corporation for use by, among others, those Persons wishing to present non-commercial governmental Programming and/or information to the public.

(23) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other equipment rentals and/or leases or sales; studio and other facility and/or equipment rentals; advertising revenues; and all other revenue(s) derived by the Licensee from the sale of products in any way advertised or promoted on the Cable Television System. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable Television System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the Gross Revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage.

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

(25) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used either for the purpose of, i) Signal processing or switching, or ii) placement of a Fiber Node or microwave link or transportation super Trunk.

(26) Issuing Authority: The Board of Selectmen of the Town of Randolph, Massachusetts.

(27) Leased Channel or Leased Access: A video channel(s) which the Licensee shall make available pursuant to Section 612 of the Cable Act.

(28) License or Renewal License: The non-exclusive Cable Television License to be granted to the Licensee by this instrument.

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

(30) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Randolph and the Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.

(31) Multi-channel Video Programming Provider: A Person who or which makes available to residents in Randolph multiple channels of Video Programming.

(32) NCTA: The acronym for the "National Cable Television Association."

(33) NTSC: The acronym for "National Television System Committee."

(34) Node or Fiber Node: A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System.

(35) Origination Capability: An activated connection to an Upstream Channel, allowing a User (s) to transmit a Signal(s) upstream to a designated location.

(36) Outlet: An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's equipment to the Cable System.

(37) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis.

(38) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(39) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(40) PEG Access Channel: Any channel(s) made available for the presentation of PEG Access Programming.

(41) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(42) Prime Rate: The prime rate of interest at BankBoston.

(43) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority for use by, among others, Randolph individuals and/or organizations wishing to present non-commercial Programming and/or information to the public.

(44) Public Way or Street: The surface of, as well as the spaces above and below, any and all Public Streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing.

Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, 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.

(45) Scramble or Scrambling: The electronic distortion, encoding and/or encryption of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

(46) Service: Any Basic Service, any Pay Cable Service, or any other Cable Service, whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

(47) Signal: Any transmission of electrical or optical energy which carries Video Programming from one location to another.

(48) State: The Commonwealth of Massachusetts.

(49) Standard Service Package: A combination of Cable Service tiers, consisting of the Basic Broadcast Service Tier and any Cable Programming Service tiers, as provided by the Licensee as of the Effective Date of this License and including any individual broadcast channels or cable networks added to these tiers as a result of the reconstruction of the Cable System. Said Standard Service Package may be marketed by the Licensee under a brand name which may change from time to time.

(50) Subscriber: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(51) Subscriber Network: The 750 Mhz or higher, Hybrid Fiber-Coax ("HFC") Cable Television System, to be operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

(52) Town: The Town of Randolph, Massachusetts.

(53) Town Counsel: The Town Counsel of the Town of Randolph, Massachusetts.

(54) Town Leader: Any of the following: Town officers, elected officials, appointed officials, Town committee and/or department heads, members of the Randolph Chamber of Commerce, members of Town commissions or boards, heads of Town religious organizations.

(55) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

(56) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(57) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals, as opposed to utilization solely as a Subscriber.

(58) VCR: The acronym for “video cassette recorder.”

(59) Video Programming or Programming: Programming provided by, or generally considered comparable to Programming provided by, a television broadcast station.

ARTICLE 2

GRANT 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 subject to the terms and conditions set forth herein, the Selectmen of the Town of Randolph, Massachusetts, as the ISSUING AUTHORITY of the Town, hereby grants a non-exclusive, revocable Cable Television System License to the LICENSEE authorizing the Licensee to construct, operate and maintain a Cable Television System within the corporate limits of the Town of Randolph.

This License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all Town, State and Federal statutes and ordinances of general application, as all may be amended. In the event that any provision of this License conflicts with, or is inconsistent with, any such laws and regulations, such laws and regulations shall control the interpretation of any such provision.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to operate and maintain the Cable Television 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 Randolph within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services and Signals in accordance with the laws of the United States of America, the State of Massachusetts and the Town of Randolph. In exercising rights pursuant to this License, the Licensee shall not endanger the lives of Persons, 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 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 the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works ("DPW") and any special laws or Town ordinances and/or regulations enacted hereafter.

Section 2.2 --- TERM OF LICENSE

The term of this License shall be a ten (10) year term, commencing on October 31, 1998 and expiring at midnight on October 30, 2008, unless sooner terminated as provided herein or surrendered.

Section 2.3 --- NON-EXCLUSIVITY OF LICENSE

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

(b) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) shall be on substantially equivalent terms and conditions as those contained in this Renewal License or on terms when taken as a whole impose substantially equivalent burdens. This subsection shall be subject to specific performance.

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

(d) In the event that the Licensee reports to the Issuing Authority that it is at a competitive disadvantage with material economic injury as a result of a competing Multi-channel Video Programming Provider operating in the Town that is not required to be licensed by the Town, the Issuing Authority and the Licensee agree that Section 625 of the Cable Act will be applicable such that commercial impracticability proceedings will be available. Among other factors, the Issuing Authority will consider the nature and extent of any such competitive disadvantage and material economic injury in assessing a Section 625, commercial impracticability modification, request from the Licensee. The Issuing Authority and the Licensee agree that for the purpose of considering a commercial impracticability modification request the parties shall stipulate as follows: 1) competition by another Multi-channel Video Programming Provider(s) in the Town resulting in material economic injury to the Licensee was unforeseeable as of the Execution Date of this Renewal License; 2) that such competition is beyond the control of the Licensee; and 3) that the nonoccurrence of such competition and resulting in material economic injury was a basic assumption upon which the requirements of this Renewal License was based. The Licensee shall have the right to obtain modification of requirements of this Renewal License if the Licensee demonstrates that the Issuing Authority finds that i) it is commercially impracticable for the Licensee to comply with such requirement without modification, and ii) the proposal by the Licensee for modification of such requirement is appropriate because of commercial impracticability. Any final decision made by the Issuing Authority under this subsection shall be made in a public proceeding. Such decision shall be made within one hundred twenty (120) days

after receipt of such request by the Issuing Authority, unless otherwise extended by agreement of parties. The parties agree that the standard applied to the Licensee's request for modification is the same as provided under the "Commercial Impracticability" provisions of the Uniform Commercial Code ("U.C.C.") - recognizing, and accounting for, distinctions given the context in which it is applied under Section 625 and that regarding the sale of goods which is governed by the U.C.C. or such other established definition of the term commercial impracticability.

Section 2.4 --- POLICE AND REGULATORY POWERS

By executing this License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general ordinances necessary to the safety and welfare of the public. The Licensee shall comply with all applicable ordinances and/or regulations enacted by the Town. Any conflict between the terms of this License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor to the latter. This Section 2.4 shall not apply to Section 2.3(d) herein.

Section 2.5 --- REMOVAL OR ABANDONMENT

Upon termination of this License by passage of time or otherwise, and unless, i) the Licensee renews its license for another term, or ii) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all of its appurtenances from the Public Ways and places and shall restore all areas to as good a condition as before entry. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate, at the expense of the Licensee.

Section 2.6 --- TRANSFER OF THE LICENSE

(a) Subject to applicable law, neither this License, nor control thereof, shall be transferred, assigned or disposed in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a hearing upon a written application therefor on forms prescribed by the Cable Division and the FCC. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application and shall be controlled by State and Federal Law.

(b) In considering a request to transfer control of this License, the Issuing Authority may consider such factors as the transferee's financial, management, technical and legal qualifications and any other criteria allowable under law.

(c) The consent or approval of the Issuing Authority to any assignment, lease, transfer, sublease, or mortgage of the License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the Streets and Public Ways or any other rights of the Town under this License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of 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 2.6.

(e) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the application and FCC Form 394 requesting such transfer or assignment consent.

(f) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred twenty (120) days of receipt of said application. After one hundred twenty (120) days, the application shall be deemed approved, unless said one hundred twenty (120) day period is extended by mutual consent of the parties.

(g) Any proposed controlling or owning Person or transferee approved by the Town shall be subject to all of the terms and conditions contained in this License.

Section 2.7 --- EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System as determined by appropriate regulatory authority or a federal district court without complying with Section 2.6 herein shall be null and void, and shall:

- (i) be deemed a breach of this License; and
- (ii) among other remedies available to the Town, be subject to a liquidated damages assessment, which assessment shall be five hundred dollars (\$500) per day until the taking of an action described in Section 2.6(a) herein is approved, or if not approved, until the prior ownership, control or other status quo ante is restored to a condition satisfactory to the Town.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this License.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any other consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

Section 2.8 --- CONDITIONS OF SALE

If, i) a renewal of this License is denied, and the Issuing Authority acquires ownership of the Cable System or effects a transfer of ownership of the Cable System to another Person, or ii) if this License is revoked for cause and the Issuing Authority acquires ownership of the Cable System or effects a transfer of ownership of the Cable System to another Person, any such acquisition or transfer shall be in accordance with 47 U.S.C. §547.

ARTICLE 3

SYSTEM DESIGN

Section 3.1 --- SUBSCRIBER NETWORK

(a) No later than January 1, 1999, the Licensee shall make available to all residents of the Town a minimum 750 Mhz Hybrid Fiber-Coax ("HFC") Cable System, fed by means of a fiber-optic transportation cable network.

(b) The Licensee shall transmit all of its Signals to Randolph Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

(c) At the written request of the Licensee to the Issuing Authority, the Town will give the Licensee full cooperation in securing necessary permits and other prerequisites to construction of the rebuilt Cable System.

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

(e) The Issuing Authority and the Licensee hereby explicitly agree that the Licensee shall in no way externalize, line-item and/or otherwise pass through to Randolph Subscribers any of the costs of the Subscriber Network rebuild described in Section 3.1(a) herein except as provided by the Social Contract and applicable Federal Laws.

Section 3.2 --- TECHNOLOGY GRANT/INSTITUTIONAL NETWORK

(a) The Licensee shall provide a two hundred thousand dollar (\$200,000) technology grant to the Town within ninety (90) days of the Execution Date of this License that will be passed through in full to cable Subscribers in the Town of Randolph. This grant shall be used to purchase Video/Institutional Network related equipment. The Licensee shall maintain the current Institutional Network, for video only, for up to twenty-four (24) months from the Execution Date of this License to the following locations: Town Hall; Drop at 89 Main Street; the Town Gazebo on North Street; and the following public schools that are currently activated and utilizing the current Institutional Network: C.G. Devine School, M.L. Donovan School, J.F. Kennedy School, E.G. Lyons School, Randolph Junior/Senior High School, Randolph Public Schools Administration Building and M.E. Young School.

(b) If in the future the Issuing Authority agrees to pay the Licensee in full to build a new Institutional Network, the Licensee and the Issuing Authority shall negotiate in good faith over the cost of said Institutional Network. This shall be at a construction rate comparable to surrounding communities at the time of the request and payment in advance shall be required.

Section 3.3 --- AUDIO LEVELING REQUIREMENT

(a) The Licensee shall regularly monitor and test the audio level(s) on all such inserted advertising in order to maintain it at the audio level(s) of cable Programming.

(b) In the event that the Issuing authority and/or its designee(s) notifies the Licensee of reasonable concerns regarding such audio leveling issues, the Licensee shall meet with the Issuing Authority and/or its designee(s) to discuss such issues, and the Licensee shall take reasonable measures to ensure that the audio levels of all inserted advertising and cable Programming are comparable, which measures may include, among other things, the acquisition of automatic audio leveling equipment.

Section 3.4 --- EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network, described in Section 3.1 herein, shall have an activated emergency audio alert override pursuant to applicable Federal Law. The Licensee shall meet with the Issuing Authority or its designee(s) to develop policies and procedures for the use of said emergency audio alert override system, consistent with applicable FCC regulations.

Section 3.5 --- PARENTAL CONTROL CAPABILITY

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, at a cost, if any, pursuant to applicable law(s).

ARTICLE 4

MAINTENANCE AND OPERATION

Section 4.1 --- SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Licensee shall make its Cable System Service available to all residents of the Town, subject only to the installation charges herein.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred fifty feet (150 ft.) from the existing aerial Trunk and Distribution System and additions thereto.

Section 4.2 --- LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall operate and maintain the Cable Television System within the Town of Randolph. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable State and local laws and regulations.

Section 4.3 --- UNDERGROUND FACILITIES

(a) In the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense.

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town ordinances, rules, regulations and/or standards. 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.

Section 4.4 --- TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the Streets, alleys, Public Ways, and private property in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or its designee(s) during the term of this License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town's Tree Warden.

Section 4.5 --- RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way, 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 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 --- 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 required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7 --- 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 remove from any Street or any other Public Ways, any of its property as required by the Issuing Authority or its designee(s) 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 --- SAFETY STANDARDS

The Licensee shall operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the NCTA Safety Manual, the National Electrical Safety Code, the National Television Standards Code, the Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Cable Division and the FCC, all State and local laws, and all land use restrictions as the same exist or may be amended hereafter.

Section 4.9 --- PEDESTALS

In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place such devices (amplifiers, line extenders, power supplies, etc.) in a low-profile non-obtrusive electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the construction maps submitted to the Town in accordance with Section 4.12 herein.

Section 4.10 --- PRIVATE PROPERTY

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

Section 4.11 --- RIGHT TO INSPECTION OF CONSTRUCTION

The Issuing Authority or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this License in order to ensure compliance with the terms and conditions of this License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

Section 4.12 --- CONSTRUCTION MAPS

Upon written request by the Issuing Authority, the Licensee shall file with the Issuing Authority maps of all final constructed Cable System plant in a format identified by the Issuing Authority or its designee(s)

Section 4.13 --- STANDBY POWER

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

Section 4.14 --- SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing, constructing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers, given over all of the Cable System's PEG Access Channels.

Section 4.15 --- COMMERCIAL ESTABLISHMENTS

The Licensee shall make Cable Service(s) available to any commercial establishments in the Town, upon the parties reaching a reasonable agreement regarding the terms and costs of initial installation and Service.

Section 4.16 --- "DIG SAFE"

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1 --- BASIC SERVICE

The Licensee shall provide a Basic Service which shall include all Signals which are required to be carried by a cable television system serving the Town pursuant to statute or regulation.

Section 5.2 --- PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 1** attached hereto and made a part hereof pursuant to Federal Law, all Programming decisions, including the Programming listed in **Exhibit 1**, attached hereto, are at the sole discretion of the Licensee.

(b) The Licensee shall provide the Issuing Authority and all Subscribers with notice by mail of its intent to change the Randolph Programming line-up at least thirty (30) days before any such change is to take place.

(c) The Licensee may produce local Programming of interest to Randolph Subscribers, in addition to PEG Services, at no cost to Randolph Subscribers or the Town.

Section 5.3 --- LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612(b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4 --- VCR/CABLE COMPATIBILITY

(a) Pursuant to applicable law, the Licensee reserves its rights to Scramble or otherwise encode any cable channel(s) to protect the Licensee from unauthorized reception of its Signals.

(b) In accordance with 207 CMR 10.03, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers.

(c) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any channel and set their "time shifter" to record multiple channels remotely, the Licensee shall provide to any Subscriber, upon request, an A/B switch, which will allow VCR owners

to tape and view any channel capable of being tuned by such owner's television set and/or VCR, except two Scrambled Signals. Said A/B switch shall be available to all Subscribers, at a cost in compliance with applicable law, no later than the Effective Date of this License. Attached hereto and made a part hereof, as **Exhibit 2**, are the different options available to VCR owners for installing VCRs to be compatible with the Cable System. The Licensee shall make these options available to all Subscribers in writing with the applicable charges, if any, no later than the Effective Date of this License.

(d) Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice, in a typeface that can be easily read and understood by Subscribers.

Section 5.5 --- CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.6 --- FREE DROPS, OUTLETS AND MONTHLY STANDARD SERVICE PACKAGE TO PUBLIC BUILDINGS

(a) The Licensee shall continue to provide, install and maintain one (1) free Subscriber Cable Drop and Outlet and the monthly Standard Service Package to all police and fire stations, public libraries and public buildings along the Cable System as designated by the Issuing Authority listed in **Exhibit 3**, attached hereto and made a part hereof. The Licensee shall continue to provide, without charge to the Issuing Authority and/or the Randolph School Department (the "School Department"), Subscriber Cable Drop(s), Outlet(s) and the monthly Standard Service Package which supports *Cable in the Classroom* Programming, to all schools listed in **Exhibit 4**, attached hereto and made a part hereof. In addition, the Licensee shall provide one (1) Cable Drop and Outlet and the monthly Standard Service Package at no charge to all new municipal and other public buildings which lie along its cable routes in the Town. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town or any designated institution for the installation and provision of monthly Service and related maintenance. The Licensee shall supply one (1) Converter for each Outlet, at its sole cost and expense, if required for the reception of monthly Service. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the Town shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(b) Upon written request by the Issuing Authority the Issuing Authority, the Licensee shall provide the Town with an additional two hundred fifty (250) Subscriber Network Outlets in public buildings, schools and/or other municipal institutions in the Town, as identified by the Issuing Authority. The Licensee shall be responsible for up to ten thousand dollars (\$10,000) worth of installation costs associated with all such Subscriber Network Outlets. Representatives of the Licensee and the Town shall review, and the Licensee shall justify, the costs associated with such Subscriber Network Outlets prior to installation by the Licensee. Should the cost of installing said two hundred fifty (250) Subscriber Network Outlets not exceed ten thousand dollars (\$10,000), the Town may designate additional Subscriber Network Outlets, without cost to the Town, until said ten thousand dollars (\$10,000) has been depleted. Thereafter, the Licensee shall provide any and all additional Subscriber Network Outlets at cost.

(c) There shall be no charge(s) to the Town and/or any designated building(s) for any Subscriber Network Outlets. The Licensee may only externalize, line-item or otherwise pass through any such costs in compliance with applicable laws and/or regulations.

(d) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings and/or institutions entitled to such a Drop or Outlet, prior to any such installation. The Licensee shall install such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority.

(e) Upon written request by the Issuing Authority, the Licensee shall provide the Issuing Authority with an itemization of the amount of funds expended to date for this Section 5.6.

Section 5.7 --- CHANGES IN CABLE TELEVISION TECHNOLOGY

At the performance evaluation hearing(s), pursuant to Section 10.2 herein, the Licensee shall review with the Issuing Authority changes in relevant cable television technology (as defined below) that might benefit Randolph Subscribers. For purposes of this Section, "relevant cable television technology" shall be defined as those technologies that the Licensee and the Issuing Authority shall, in good faith, agree to be included in said annual hearing. Such technologies shall include, but not be limited to, Subscriber Converters optimally compatible with VCRs and cable-ready television sets, high-definition television, digital compression, digital video services, fiber-optic services, remote control devices and new Scrambling/de-Scrambling processes.

Section 5.8 --- FCC SOCIAL CONTRACT

The Licensee shall give the Issuing Authority reasonable advanced, written notice of the expiration of the FCC Social Contract. Included with said notice shall be a written statement(s) by the Licensee explaining how, or if, it intends to continue providing any Internet access services provided to the Town, its departments and agencies, and/or the Randolph School Department.

Renewal Cable Television License - Town of Randolph, MA
Term: 10/31/98 - 10/30/08 (10 yrs)

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL (“PEG”) ACCESS FACILITIES AND SUPPORT

Section 6.1 --- PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Access Corporation, as designated by the Issuing Authority, shall be responsible for the provision of Public, Educational and Governmental (“PEG”) Access facilities and equipment to the residents of the Town, pursuant to the provisions of this Article 6 herein.

Section 6.2 --- ACCESS CORPORATION

The Access Corporation shall provide Services to PEG Access Users and the Town as follows:

- (i) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 herein;
- (ii) Manage the annual funding, pursuant to Section 6.4 herein;
- (iii) Utilize the equipment provided pursuant to Section 6.5 and Section 6.6 herein;
- (iv) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (v) Provide technical assistance and production Services to PEG Access Users;
- (vi) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (vii) Provide publicity, fundraising, outreach, referral and other support Services to PEG Access Users;
- (viii) Assist Users in the production of Programming of interest to Subscribers and focusing on Town issues, events and activities; and
- (ix) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

Section 6.3 --- PEG ACCESS CHANNELS

(a) Upon the Effective Date of this License, the Licensee shall make available to the Access Corporation three (3) Downstream Channels for PEG Access, on the Subscriber Network, reserved for governmental, educational and public use, at no charge, throughout the term of this License and any thereof.

(b) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Town, the Access Corporation, and shall be subject to the control and management of the Access Corporation and its Agents.

(c) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, without the advance, written notice to the Issuing Authority and the Access Corporation. In the event of any such relocation, the Licensee shall work with the Issuing Authority, the Access Corporation and/or its Agents to notify Randolph Subscribers of any such new channel locations. The Licensee shall cover all upgrade and/or equipment cost of the Town associated with any such channel reallocation or reassignment within eighteen (18) months of the Effective Date.

Section 6.4 --- ANNUAL SUPPORT FOR PEG ACCESS

(a) The Licensee shall provide quarterly cash payments of thirty-one thousand two hundred fifty dollars (\$31,250) to the Access Corporation, for PEG Access purposes, payable on February 1st., May 1st., August 1st. and November 1st. in years one (1) through ten (10). Fifteen thousand dollars (\$15,000) per year is subject to pass through to Randolph Subscribers.

(b) Said payments shall total one million two hundred fifty thousand dollars (\$1,250,000) over the ten (10) year License term. If, however, the Issuing Authority requests that the Licensee continue its local studio operation for any period of time up to March 31, 1999, the Licensee shall deduct on a pro-rata monthly basis based on the one hundred twenty-five thousand dollar (\$125,000) annual payment and shall not be obligated to pay the Access Corporation any of these deducted pro-rata monthly payments over the term of the License. These funds shall be deducted from Section 6.4(a) and (b) accordingly. Any proration shall take place in the May 1st. payment.

(c) Said annual payments shall be used for, among other things, salary, operating and other related expenses connected with PEG Access Programming and operations.

(d) License Fees required pursuant to Section 7.1 herein will not be deducted for payments required in this Section 6.4.

(e) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

Section 6.5 --- ACCESS EQUIPMENT FUNDING

(a) Within ninety (90) days of the Effective Date of this License, the Licensee shall provide two hundred thousand dollars (\$200,000) to the Access Corporation to purchase equipment such as remote video cameras in the Selectmen Chambers in Town Hall and the TV Studio for School Committee Chambers, Access equipment for Randolph schools and Access equipment for Municipal broadcasts. This payment will not be passed through to Randolph Subscribers.

(b) Within ninety (90) days of the Effective Date of this License, the Licensee shall transfer to the Access Corporation ownership of its mobile production van and video production equipment listed in **Exhibit 5** attached hereto and made a part hereof. **THERE SHALL BE NO CHARGES TO THE TOWN AND/OR THE ACCESS CORPORATION FOR SAID VAN AND VIDEO EQUIPMENT, NOR SHALL THE LICENSEE IN ANY WAY EXTERNALIZE, LINE-ITEM AND/OR OTHERWISE PASS THROUGH TO SUBSCRIBERS ANY COSTS RELATED TO THE TRANSFER OF SAID VAN TO THE ACCESS CORPORATION.**

(C) PURSUANT TO SECTION 6.5(A) HEREIN, SAID VAN SHALL INCLUDE THE VIDEO PRODUCTION EQUIPMENT LISTED IN EXHIBIT 5, ATTACHED HERETO AND MADE A PART HEREOF.

(D) IN NO CASE SHALL SAID MOBILE PRODUCTION VAN AND/OR THE VIDEO PRODUCTION EQUIPMENT THEREIN BE COUNTED AGAINST EITHER THE ANNUAL PEG ACCESS PAYMENT, PURSUANT TO SECTION 6.4 HEREIN, OR ANY LICENSE FEE PAYMENT, REQUIRED BY SECTION 7.1 HEREIN, OR ANY OTHER FEES OR PAYMENTS REQUIRED BY APPLICABLE LAW.

Section 6.6 --- EQUIPMENT OWNERSHIP

Unless indicated otherwise, the Access Corporation shall own all PEG Access equipment purchased with funding pursuant to Section 6.4 herein. The Licensee shall have no obligation to maintain, insure, replace or repair any such PEG Access equipment.

Section 6.7 --- PEG ACCESS PAYMENTS

Unless indicated otherwise, all payments required hereunder in Section 6.4 herein shall be made by the Licensee directly to the Access Corporation.

Section 6.8 --- PEG ACCESS CHANNELS MAINTENANCE

Pursuant to FCC Regulations, the Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. Said maintenance shall only apply to equipment installed and maintained by the Licensee. The Access Corporation shall be responsible for the picture quality of all PEG Access Programming.

Section 6.9 --- ACCESS CABLECASTING

(a) The Access Corporation shall deliver Signal to Licensee from the Access studio or a mutually convenient location as agreed upon by both parties. In order that the Access Corporation can cablecast its Programming over the PEG Access Downstream Channels, all PEG Access Programming shall be modulated, then transmitted from any location with Origination Capability to the Licensee's Signal processing center.

(b) The Licensee shall provide the Access Corporation, the Town with the capability to ensure that said Programming is transmitted on the appropriate Downstream Channel, in an efficient and timely manner. At the Headend, said Access Programming shall be retransmitted in the downstream direction on one of the three (3) Downstream PEG Access Channels. The Licensee shall not charge the Access Corporation, the Town for such responsibility.

(c) The Licensee shall provide and maintain all necessary processing equipment in order to switch Upstream Signals from the Access Corporation to the designated Downstream Access Channel.

(d) The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming excluding any network processing or switching facilities outside of Licensee's control.

(e) Once a competing Multi-channel Video Programming Provider(s) begins operating in the Town, the Licensee, the Issuing Authority and said competing Multi-channel Video Programming Provider(s) shall negotiate in good faith any difficulties that arise regarding problems surrounding the cablecasting of PEG Access Programming.

Section 6.10 --- CENSORSHIP

The Licensee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

ARTICLE 7

LICENSE FEES

Section 7.1 --- LICENSE FEE ENTITLEMENT

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this License a License Fee equal to fifty cents (\$0.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to State and/or Federal Law. The number of Subscribers, for purposes of this Section, shall be calculated on the last day of each year of the term of this License.

(b) In the event that the Town can collect a License Fee in the future expressed as a percentage, 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 as defined in this License, and ii) file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by the Licensee's chief financial officer documenting, in reasonable detail pursuant to Section 13.2 herein, the total of all Gross Annual Revenues derived during the previous year. Unless specified otherwise by applicable law, the Licensee shall make such Gross Annual Revenue percentage payments to the Town annually, on or before each anniversary of the Effective Date of this License.

(c) The Licensee shall comply with the provisions of Section 622 of the Cable Act.

Section 7.2 --- EXTERNALIZATION OF LICENSE COSTS

In accordance with applicable Federal and State laws and regulations, at its discretion, the Licensee may externalize the costs of provisions in this License provided by the Licensee except as provided herein.

Section 7.3 --- PAYMENT

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this License, not later than March 15th of each year, unless provided for otherwise under applicable law.

Section 7.4 --- OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any

Affiliated Person shall be required to pay to the Town, or to any State or Federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments.

(b) The Licensee hereby agrees that the term "franchise fee" does not include the items in Section 622(g)(2)(A) through (E) of the Cable Act.

Section 7.5 --- LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 and Section 7.3 herein, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate.

Section 7.6 --- RECOMPUTATION

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section 7.6. All amounts paid shall be subject to audit and recomputation by the Town, which shall be based on the Licensee's fiscal year and shall occur in no event later than one (1) year after the License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have ten (10) days to provide the Town with additional non-proprietary information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall commission an independent audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation, and the Licensee shall contribute to the costs of such audit up to the amount determined by such audit to be due and payable. The interest on such additional fee shall be charged from the due date at the Prime Rate plus two percent (2%) during the period that such additional amount is owed.

(c) 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 within ninety (90) days, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 7.7 --- METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to Section 7.1 and Section 7.3 herein shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 8

RATES AND CHARGES

Section 8.1 --- RATE REGULATION

The Issuing Authority reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and Federal laws.

Section 8.2 --- NOTIFICATION OF RATES AND CHARGES

In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto.

Section 8.3 --- PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber Services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

Section 8.4 --- SENIOR CITIZEN DISCOUNT

Within six (6) months of the Effective Date of this Renewal License, the Licensee shall offer a ten percent (10%) discount on the Basic Broadcast level or component of Service to all heads of household, age sixty-five (65) or older at their permanent residence. In order to qualify for such a discount, senior citizens must present evidence of such eligibility to the Licensee.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1 --- INSURANCE

At all times during the term of the License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, on an annual basis, copies of the certificates of insurance for the following policies:

(1) A general commercial liability policy listing the Town, its officers, boards, commissions, agents and employees as additional insureds on all claims on account of injury to or death of a Person or Persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of one million dollars (\$1,000,000) for injury or death to any one Person in any one occurrence.

(2) A property damage insurance policy listing the Town, its officers, boards, commissions, agents and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of one million dollars (\$1,000,000) for damage to the property of any one Person in any one occurrence.

(3) A general liability policy with excess liability of five million dollars (\$5,000,000), in umbrella form.

(4) Automobile liability insurance for owned automobiles, non-owned automobiles and/or rented automobiles in the amount of:

- (i) One million dollars (\$1,000,000) for bodily injury and consequent death per occurrence;
- (ii) One million dollars (\$1,000,000) for bodily injury and consequent death to any one Person; and
- (iii) Five hundred thousand dollars (\$500,000) for property damage per occurrence.

(5) Worker's Compensation in the minimum amount of the statutory limit.

(6) The following conditions shall apply to the insurance policies required herein:

- (i) Such insurance shall commence no later than the Effective Date of this License;
- (ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions;
- (iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State; and

- (iv) The Licensee's failure to obtain to procure or maintain the required insurance shall constitute a breach of this License under which the Issuing Authority may immediately suspend operations under this License.

Section 9.2 --- PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense throughout the term of the License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of fifty thousand dollars (\$50,000). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this License. In the event of a future rebuild of the Randolph Cable System, the Licensee agrees to increase the amount of said bond to one hundred thousand dollars (\$100,000) upon commencement of rebuild. Upon completion of rebuild the amount of said bond shall be decreased to fifty thousand dollars (\$50,000).

(b) The performance bond shall be effective throughout the term of this License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation and/or removal of the Cable Television System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Section 11.1 and Section 11.2 herein.

(c) Said bond shall be a continuing obligation of this License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this Section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the License.

Section 9.3 --- REPORTING

Upon written request, on an annual basis, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding: i) all insurance policies required herein, ii) the performance bond required herein, and iii) revenue(s) and expense(s) reports, financial statements, balance sheets, and statement of ownership.

Section 9.4 --- INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Town, its officials, boards, commissions, committees, agents and/or employees against all third party claims for damage

due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, including the reasonable value of any Services rendered by the Town Counsel.

In the event that the Town employs outside counsel for the purposes set forth herein, the Licensee shall pay the costs of such outside counsel for such Services.

Section 9.5 --- NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or performance bond) shall not be canceled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1 --- REGULATORY AUTHORITY

(a) The Issuing Authority and/or its designee(s) shall be responsible for the day-to-day regulation of the Cable Television System subject to applicable State and Federal Law. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 herein.

(b) The Licensee shall meet with the Cable Advisory Committee/Access Corporation Board, as scheduled by the Cable Advisory Committee/Access Corporation Board, to review the Licensee's operations in the Town. Either party may request a meeting in writing at any other time as well. This meeting schedule shall at a minimum consist of annual meetings with the Cable Advisory Committee/Access Corporation Board and an annual meeting with the Selectmen of the Town of Randolph.

Section 10.2 --- PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing every year within sixty (60) days of each anniversary of the Effective Date of this License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things:

- (i) review the Licensee's compliance to the terms and conditions of this License, with emphasis on PEG Access Channels, facilities and support;
- (ii) customer service and complaint response;
- (iii) Programming;
- (iv) review current technological developments in the cable television field; and
- (v) hear comments, suggestions and/or complaints from the public.

Supporting documentation of compliance shall be provided by the Licensee.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this License including, but not limited to, the operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other non-proprietary materials as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority. 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 within ninety (90) days, who shall confer with the Town Council for a determination of the validity of the Licensee's claim of a proprietary interest.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the adequacy of Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office.

If inadequacies are found which result in a violation of any of the provisions of this License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 herein.

(d) A public file shall be maintained in accordance with Federal and State laws.

Section 10.3 --- NON-DISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of Federal and State laws or regulations, relating to non-discrimination through the term of the License.

Section 10.4 --- EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of 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 thereof. In any such case, Cable Service shall be restored to its prior condition.

Section 10.5 --- REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. 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 thereof. In any such case, Cable Service shall be restored to its prior condition.

Section 10.6 --- INSPECTION

The Issuing Authority or its designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the Town at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in the performance of such testing; provided, however, that such tests are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such tests are conducted after reasonable notice to the Licensee. The Licensee shall be entitled to have a representative present during such tests.

Section 10.7 --- JURISDICTION

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the State of Massachusetts 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.

ARTICLE 11

DETERMINATION OF BREACH LICENSE REVOCATION

Section 11.1 --- DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have fourteen (14) days from the receipt of such notice to:

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

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

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required fourteen (14) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the License. In the event that the Issuing Authority, after such hearing, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) seek specific performance of any provision in this License which reasonably lends itself to such remedy as an alternative to damages;
- (ii) commence an action at law for monetary damages;
- (iii) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (iv) declare the License to be revoked subject to Section 11.3 herein and applicable law;
- (v) invoke any other lawful remedy available to the Town.

Section 11.2 --- REVOCATION OF THE LICENSE

To the extent permitted by applicable law, in the event that the Licensee fails to comply with any material provision of this License, the Issuing Authority may revoke the License granted herein.

Section 11.3 --- TERMINATION

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

(b) If physical plant removal is not completed within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned. Such property may then be removed at the option of the Town at the Licensee's expense. Performance Bond to cover such situations if the Town of Randolph cannot recover costs from the Licensee when removal is not completed within six (6) months.

Section 11.4 --- NOTICE TO TOWN OF LEGAL ACTION

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first: i) give the other party reasonable notice that an action will be filed; ii) meet with the other party promptly before it files any such action; and iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party and/or its representative(s).

Section 11.5 --- NON-EXCLUSIVITY OF REMEDY

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

Section 11.6 --- NO WAIVER-CUMULATIVE REMEDIES

(a) No waiver of, nor failure to exercise any right or remedy by the Town, the Issuing Authority or Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town or Licensee at any other time. In order for any waiver of the Town or Licensee to be effective, it shall be in writing. The failure of the Town to take any action in the event of any breach by either party shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Town or Licensee to take any action permitted by this License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Town or Licensee.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this License shall impair any of the rights of the Town under applicable law, subject in each case to the terms and conditions in this License.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1 --- CUSTOMER SERVICE OFFICE

(a) For the entire term of this License, the Licensee shall maintain, operate and staff a customer service office within the Town of Randolph for the purpose of, among other things, payment of bills and equipment exchange and return.

(b) Said customer service office shall be located in a convenient and centrally located section of the Town and open for walk-in business during normal business hours, as defined by 47 U.S.C. Section 76.309 (hereinafter referred to as "Normal Business Hours"). These hours shall continue to include the current Randolph office business hours (Monday to Wednesday, 9 am to 5 pm; Thursday, 9 am to 7 pm; Friday, 9 am to 5 pm; Saturday, 9 am to 1 pm) in accordance with **Exhibit 6** attached hereto.

(c) Said customer service office hours may be changed reasonably at the discretion of the Licensee; provided, however, that i) the Licensee shall give the Issuing Authority at least thirty (30) days advance written notice of any such change(s), and ii) the Licensee shall take into account any possible concerns raised by the Issuing Authority regarding such possible changes.

Section 12.2 --- TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives to handle all Subscriber calls, during Normal Business Hours.

(b) The Licensee's main customer service office(s) shall have a publicly listed toll-free telephone number for its Randolph Subscribers, unless required otherwise to be a local telephone number by applicable law.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions, telephone answer time by a customer representative, not an automated attendant or voice response systems, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three percent (3%) of the time that the Licensee's customer service office is open for business, pursuant to Section 12.1 herein, measured on a quarterly basis, under normal operating conditions.

(e) The Issuing Authority shall have the right to direct the Licensee to submit a "busy study" of its customer service office telephones from the telephone company which provides service to the Licensee, if the reports, subject to Section 13.4 herein, do not clearly document that the Licensee's telephone lines are accessible to Subscribers as required herein.

(f) Pursuant to **Exhibit 6** attached hereto, FCC Customer Service Obligations, the Licensee will contact the customer about problem resolution the next business day.

(g) The Licensee shall provide the Issuing Authority with an emergency telephone number, for Town Officials, that will bypass normal call center services and connect directly to a supervisory or managerial representative of the Licensee and it shall be used for emergency issues or matter only. This Section 12.2(g) shall not be subject to pass through.

Section 12.3 --- ANSWERING SERVICE

At all other times than those listed directly above, throughout the entire term of this License, the Licensee shall maintain a telephone answering service 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. 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 referred to the Licensee's Customer Service Department for response. If requested, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.4 --- INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s) to Randolph residents who request Service within seven (7) days of said request.

(b) In arranging appointments for either installation visits or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice as to whether said installation visit or service call will occur in the appointed morning, afternoon or, if applicable, evening time blocks. If the Licensee fails to make the service call as scheduled the Licensee shall use its best efforts to offer a priority cable installation or service call to the affected resident or Subscriber at a time mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless mutually agreed to otherwise by said Subscriber and the Licensee. The Licensee shall promptly notify residents and Subscribers in writing or by telephone of their right to a priority cable installation or service call in the event that the Licensee fails to make such scheduled call(s).

(c) The Licensee shall make installation and service calls to its Subscribers during Normal Business Hours. The Licensee shall not reduce said service call hours without first notifying the Issuing Authority of said changes thirty (30) days in advance.

(d) The Licensee shall respond to all requests for service or repair that are received during the hours described in Section 12.1(b) or Section 12.2(a) subject to Section 12.2(c) herein. All of such requests shall be handled on the same day, if possible, but in all instances, requests for service calls shall be responded to within twenty-four (24) hours of said original call.

(e) A Subscriber complaint or request for service received after regular business hours, as defined in Section 12.1 or Section 12.2(a) herein, shall be responded to the next business morning.

(f) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of: i) any emergency situations; ii) an unusual number of calls; and/or iii) a number of similar complaint calls or a number of calls coming from the same area.

(g) System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel. For purposes of this Section 12.4(g), an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(h) The Licensee shall remove all Subscriber Drop Cables, within seven (7) days of receiving a request from a Subscriber to do so.

Section 12.5 --- FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 6**.

Section 12.6 --- BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers as required with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 7**, as the same may exist or be amended from time to time.

Section 12.7 --- COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, as follows:

- (i) Upon the written request of the Issuing Authority or its designee(s), the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.
- (ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this License and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such complaints, and annually to all Subscribers.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any multiple complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee(s) shall suggest appropriate amendments to the Licensee's procedures for the resolution of complaints, which the Licensee shall not unreasonably refuse to incorporate into this License.

Section 12.8 --- DAMAGE OR LOSS OF EQUIPMENT

The Licensee shall comply with all provisions of 207 CMR 9.00, as amended, and any other applicable laws.

Section 12.9 --- REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices which are compatible with the Converter (s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

Section 12.10 --- LOSS OF SERVICE-SIGNAL QUALITY

The Licensee shall comply with all applicable FCC statutes, regulations and standards relating to quality of the Signals transmitted over the Cable System. Upon a showing of Licensee's failure to meet FCC Signal Quality Standards (see FCC Rules and Regulations 76.601), the Issuing Authority shall, after giving the Licensee fourteen (14) days notice and an opportunity to cure said deficiency, order the Licensee to correct said Signal quality deficiencies, within fourteen (14) days of said order; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency, which permission shall not be unreasonably denied. The Issuing Authority and the Licensee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation in violation of FCC Signal Quality Standards.

Section 12.11 --- EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees 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 produce, upon request, an employee identification card issued by the Licensee and bearing a picture of said employee. If such employee(s) is not wearing such a photo-identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Licensee.

Section 12.12 --- PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Article 12 and all other applicable Federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

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

(d) The Licensee shall notify all third parties who offer Cable Services in conjunction with the Licensee, or independently over the Cable Television System, of the Subscriber privacy requirements contained in this License.

Section 12.13 --- PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal Subscriber information, and describing the Licensee's policy for the protection of Subscriber privacy. This shall be communicated in a separate mailing, identified solely for this purpose alone.

Section 12.14 --- MONITORING

(a) Neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any

part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. The Licensee shall destroy all Subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable State and/or Federal law(s).

Section 12.15 --- DISTRIBUTION OF SUBSCRIBER INFORMATION

The Licensee and its agents and/or employees shall disclose to any third party, data identifying or designating any Subscriber (by name, address, telephone, e-mail or any other mechanism), solely and only upon obtaining disclosure permission from the affected Subscribers. 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 the Licensee not to disclose to any third party data identifying the Subscriber (by name, address, telephone, e-mail or any other mechanism), and the Licensee shall abide by this request.

Section 12.16 --- POLLING BY CABLE

No poll of a Subscriber or User shall be conducted or obtained, unless, i) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and ii) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its agents shall release the results only in the aggregate and without individual references. Such polls or surveys shall be conducted by mail, telephone and/or Internet.

Section 12.17 --- INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by §631 of the Cable Act or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 12.18 --- SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

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

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal Subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal Subscriber information. Such challenges and related inquiries about the handling of Subscriber information shall be directed to the Licensee's representative. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.19 --- PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall continually review this Article 12 to determine that it effectively addresses appropriate concerns about privacy.

SECTION 12.20 --- CUSTOMER SERVICE REVIEW AND COMPLIANCE

Pursuant to Section 10.1(b) herein, at least one (1) such meeting shall be for primary purpose of reviewing customer service performance and compliance and shall include the appropriate representative of the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1 --- GENERAL

(a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the Town any non-proprietary information regarding the Licensee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of this License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this 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 --- FINANCIAL REPORTS

The Licensee shall furnish to the Issuing Authority any other reports required by State and/or Federal Law (see 207 CMR 7.02).

Section 13.3 --- CABLE SYSTEM INFORMATION

Upon written request, the Licensee shall file with the Issuing Authority a statistical summary of the operation of the Cable System for that calendar year. Said report shall include, but not be limited to: i) the number of cable Subscribers; ii) the number of dwelling units passed; and iii) the number of Cable System plant miles completed.

Section 13.4 --- IN-HOUSE TELEPHONE REPORTS

In the event that the Issuing Authority believes that the Licensee may not be in compliance with Section 12.2 and Section 12.5 herein, upon written request, the Licensee shall provide to the Issuing Authority and/or its designee(s) within sixty (60) days a report of telephone traffic generated from an in-house automated call accounting or call tracking system, or such other documentation that will establish the Licensee's compliance with said Section 12.2 and Section 12.5.

Section 13.5 --- INDIVIDUAL 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 and/or its designee(s) with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

Section 13.6 --- ANNUAL PERFORMANCE TESTS

The Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC Regulations, as set out in 47 C.F.R. §76.601 et seq.

Section 13.7 --- QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), after written notice to the Licensee and a reasonable opportunity to address the problem, the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable System. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after notice for the same.

Said report shall include the following information:

- (i) the nature of the complaint or problem which precipitated the special tests;
- (ii) the system component tested;
- (iii) the equipment used and procedures employed in testing;
- (iv) the method, if any, in which such complaint/problem was resolved; and
- (v) any other information pertinent to said tests and analysis which may be required.

The Issuing Authority may require that said tests be supervised by a professional engineer at terms satisfactory to both the Licensee and the Issuing Authority. The Licensee shall pay for the costs of such engineer only if the tests performed show that the quality of service is below the FCC's Technical Standards. The Issuing Authority shall pay for the costs if the Licensee meets or exceeds FCC Technical Standards.

Section 13.8 --- DUAL FILINGS

(a) Upon written request, the Licensee shall make available to the Town at the Licensee's expense, copies of any petitions or communications with any State or Federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

(b) In the event that either the Issuing Authority or the Licensee requests from any State or Federal agency or commission a waiver or advisory opinion, it shall immediately notify the other party in writing of said request, petition or waiver.

Section 13.9 --- INVESTIGATION

The Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this License.

ARTICLE 14

EMPLOYMENT

Section 14.1 --- EQUAL EMPLOYMENT OPPORTUNITY

The Licensee shall be an Equal Opportunity/Affirmative Action Employer adhering to all Federal, State and/or local laws and regulations.

Section 14.2 --- NON-DISCRIMINATION

The Licensee shall adhere to all Federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1 --- 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 an instrument in writing executed by the parties.

Section 15.2 --- CAPTIONS

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

Section 15.3 --- SEPARABILITY

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 hereof, all of which shall remain in full force and effect for the term of this License.

Section 15.4 --- ACTS OR OMISSIONS OF AFFILIATES

During the term of this License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5 --- LICENSE EXHIBITS

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

Section 15.6 --- WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Effective Date of this 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, is authorized by resolutions 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;
- (iii) This License is enforceable against the Licensee in accordance with the provisions herein; and
- (iv) There is no action or proceedings pending or threatened against the Licensee which would interfere with its performance of this License.

Section 15.7 --- REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall 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 15.8 --- SUBSCRIBER TELEVISION SETS

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

Section 15.9 --- APPLICABILITY OF LICENSE

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

Section 15.10 --- NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Randolph, Randolph Town Hall, 41 South Main Street, Randolph, MA 02368, with one (1) copy to the Town Counsel at Town Hall. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Director of Government and Public Affairs, MediaOne, 6 Campanelli Drive, Andover, MA 01810-1095, with one (1) copy to Corporate Counsel, MediaOne, 6 Campanelli Drive, Andover, MA 01810-1095, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or this License, the Licensee shall publish notice of the same, sufficient to identify its time, place and purpose, in a 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.

(d) All required notices shall be in writing.

Section 15.11 --- NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, transfer, or amendment of this License.

Section 15.12 --- TOWN'S RIGHT OF INTERVENTION

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

Section 15.13 --- TERM

All obligations of the Licensee and the Issuing Authority set forth in the License shall commence upon the Effective Date of this License and shall continue for the term of the License, except as expressly provided for otherwise herein.

SIGNATURE PAGE

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____DAY OF

_____ 19__.

TOWN OF RANDOLPH

By:

Selectman

Selectman

Selectman

Selectman

Selectman

MEDIAONE OF MASSACHUSETTS, INC.

By:

Russell H. Stephens
Senior Vice President
Northeast Region

EXHIBITS

EXHIBIT 1 --- PROGRAMMING AND INITIAL SIGNAL CARRIAGE

EXHIBIT 2 --- VCR CABLE CONNECTION OPTIONS

EXHIBIT 3 --- FREE DROPS AND MONTHLY STANDARD SERVICE PACKAGE TO PUBLIC BUILDINGS

EXHIBIT 4 --- FREE DROPS AND MONTHLY STANDARD SERVICE PACKAGE TO PUBLIC SCHOOLS

EXHIBIT 5 --- MOBILE PRODUCTION VAN AND EQUIPMENT

EXHIBIT 6 --- FCC CUSTOMER SERVICE OBLIGATIONS (SEC. 76.309)

EXHIBIT 7 --- BILLING AND TERMINATION OF SERVICE (207 CMR 10.00)

EXHIBIT 8 --- THE CABLE ACT

EXHIBIT 1

PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of programming:

- News Programming;
- International/Multicultural Programming;
- Home Shopping Programming;
- Religious Programming;
- Educational Programming;
- Regional Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Music Programming;
- Pay-Per-View Programming;
- Entertainment Programming; and
- Local Programming

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Effective Date of the License, subject to applicable law and the Licensee's editorial discretion.

EXHIBIT 2

VCR CABLE CONNECTION OPTIONS

Please see the following page(s).

EXHIBIT 3

FREE DROPS, OUTLETS AND MONTHLY STANDARD SERVICE PACKAGE TO PUBLIC BUILDINGS

The following public buildings shall continue to receive the following Drops and/or Outlets and monthly Standard Service Package at no charge:

- Board of Health/Veterans/Building Departments One Turner Lane
- DPW Complex Carlino Way
- Randolph Fire Department, Central Station 10 Memorial Parkway
- Randolph Fire Department Number 2 920 North Main Street
- Recreation Office 6 Carlino Way
- Senior Center Fencourt Avenue
- Stetson Hall 6 South Main Street
- Town Hall/Police Station 41 South Main Street
- Turner Free Library 2 North Main Street
- Youth Center 70 Lafayette Street
- Joseph J. Zapustas Ice Arena 240 North Street

- Future Town Buildings

EXHIBIT 4

**FREE DROPS, OUTLETS AND MONTHLY STANDARD SERVICE PACKAGE TO
PUBLIC SCHOOLS**

The following schools shall continue to receive the following Drops and/or Outlets and monthly Standard Service Package at no charge:

- C.G. Devine School 55 Old Street
- M.L. Donovan School 123 Reed Street
- J.F. Kennedy School 20 Hurley Drive
- E.G. Lyons School 60 Vesey Road
- North Middle School (Working Name) 225 High Street
- Pauline Street Maintenance Area (Working Name) 12 Pauline Street
- Randolph Junior/Senior High School 70 Memorial Parkway
- Randolph Public Schools Administrative Annex One North Street
- Randolph Public Schools Administration Building 40 Highland Avenue
- M.E. Young School 30 Lou Courtney Drive

- Future Public School Buildings

EXHIBIT 5

MOBILE PRODUCTION VAN AND VIDEO EQUIPMENT

Please see the following page(s).

RCTV Equipment Inventory 10/98 Area: CABLECAST

Manufacturer/Item

3) Texscan SG-3RM CG's

1) Texscan MSI Compuvid

1) Panasonic BT-S1300N Color monitor

1) JVC ProVideo Monitor/Receiver C-1483UM

1) Sony VO-5600

1) JVC BR-S378U SVHS Recorder/Players

4) Panasonic WV-5351 b/w Monitors

3) Videotek RS-10A Routing Switchers

1) 1/4" Patch Bay

1) Video Patch Bay

1) Realistic AM/FM Tuner

1) JVC BR-6400U VHS Recorder/player

RCTV Equipment Inventory 10/98 Area: CONTROL ROOM

Manufacturer/Item

3) Panasonic BT-S1300N Color Monitors

2) Panasonic 3 Bay b/w monitors

1) Videotek TSM 5-A Waveform Monitor

1) Panasonic Video Switcher WJ 225R

1) Nikko Stereo Cassette Deck NO-520

1) Technics CD Player SL-P370

3) RS-500 JVC CCU's for KY-310's

1) Crown D-75 Amplifier

1) JCV KM-2000 SEG

1) TOA RX-31C 8 Channel Audio Mixer

1) FOR.A FA300 TBC

1) Laird 1450 CG

2) VDA-100A Video Distribution Amplifier

RCTV Equipment Inventory 10/98 Area: CONTROL ROOM Continued

Manufacturer/Item

1) JVC CP-5550U ¾" Player

Area: STUDIO

Manufacturer/Item

3) JVC KY-310 Cameras

2) 5 inch Viewfinders

2) sets of Rear Zoom/Focus Controls

2) Bogen 3066 Tripods

6) Mole Richardson Baby Spots

4) Scoop Lights

Area: EDIT ROOM

Manufacturer/Item

1) JVC RM-88U Edit Control Units

2) Sony VO 5600 ¾" VCR's

1) JVC 8250U ¾" Recorders

1) Bogen 586 Audio Mixer

2) Panasonic BT-S1300N Color Monitors

RCTV Equipment Inventory 10/98 Area: HUB ROOM & WORK/ STORAGE

Manufacturer/Item

1) ITE Tripod

1) Panasonic CT- 1382 Color Monitor

2) Catel Demodulator

3) Catel FM Modulators

717 PCHET Television Processor

GI / Jerrold Headend Combiner Splitter

RCA Heterodyne Signal Processor

DX Television Modulator

RCA Color TV Modulator

Panasonic FP-1300 Printer

IMB Type Writer

Smith Corona Type Writer

Panasonic BT-S700N Color Monitor

Texscan CG

Hitachi 13" color TV

Laird CKM4 Multi-Layer Keyer

JVC RM 88U Edit Control Unit

RCTV Equipment Inventory 10/98 Area: WORK/ STORAGE continued

Manufacturer/Item

2) Panasonic b/w Monitors

2) Microfont K40 CG's

1) Realistic TM-150 AM/FM Tuner

1)Tele-Engineering PVS Remote Display

1) Samsung S500 CPU

1) JVC L-A10 Turntable

Area: Equipment Room / Storage

Manufacturer/Item

4) JVC 5" Portable Color Monitors

3) JVC KY-1900 Cameras

2) Power adapters for KY-1900's

7) Double muff Telex Headsets (3pin)

2) Single Muff Telex Head sets (3pin)

1) Head Set Power supply

4) R-Columbia Headsets (2 sub/2 sing.)

1) Texscan MSI CG

1) BR 6400U VHS Rec/Player

1) BR-8600U VHS Edit Deck

1) Lowel Light Kit w/ 3 Omni Lights

2) Catel FM 16 MHz Modulators

RCTV Equipment Inventory 10/98 Area: EQUIPMENT/ STORAGE continued

Manufacturer/Item

1) Blonder Tongue Channel Processor

2) RS- 1900 CCU's

1) ISS Agile Modulator

1) JVC AA-P47U Battery charger + 5 batteries

1) DBX 160 Compressor Limiter

1) JVC RS 110 CCU

1) JVC CR-4700U ¾" VCR

1) Samsung Computer Monitor

1) Leading Edge Computer Monitor

2 sets) Rear Focus/ Soom Controls

5) Electro Voice 635A Mics

1) Electro Voice DS 35 Mic

1) Audio Technica Shot gun Mic

4) Sennheiser Shot Guns

1) Panasonic 4600 SEG

1) Fortel CCD-HP TBC

RCTV Equipment Inventory 10/98 Area: EQUIPMENT / STORAGE continued

Manufacturer/Item

3) Table Mic Stands

4) Floor Mic Stands

3) JVC BY10U Chip Cameras

3) JVC Power Supplies

2) Large View finders

1) Lowel light kit w/

2) Omni lights, 2 Bogen Stands

1) Hitachi CT 1324 Color TV

1) Shure M267 4 ch. Audio Mixer

3) Tripod Dollys

1) RM 86U Edit Controler

Area: PORTABLE / OTHER

Manufacturer/Item

Panasonic AG 160 VHS Camcorder

Panasonic AG 400 SVHS Camcorder

4) Velbon small tripods

1) Bogen light Tripod

2) Archer 274-017 Lav. Mics

Nasta Audio Tape Recorder

RCTV Equipment Inventory 10/98 Area: PORTABLE / OTHER continued

Manufacturer/Item

2) Panasonic BT-S700N Video Monitors

1) Hitachi 19" TV

JVC HR-7100U VHS VCR

1) Optimus CD Player

Area: RHS STUDIO

Manufacturer/Item

Panasonic BT-S700N Color Monitor

Panasonic WV-5360 b/w Monitor

Realistic Tape Control Ctr.

1) JVC RM 86U Edit Control Unit

2) JVC BR-8600U VHS Edit Decks

1) JVC AA-P26U AC Power Adapter

1) JVC 6200U Remote VCR

1) Panasonic CT-1300 TV Monitor

3) Panasonic WV5203 Camera Monitors

Panasonic WJ-4600B SEG

2) Panasonic BT-S1300N Monitors

1) Hitachi VO-099 Waveform Monitor

RCTV Equipment Inventory 10/98 Area: RHS STUDIO continued

Manufacturer/Item

3) JVC RS-110 CCU's

1) JVC KD-D55 Stereo Cassette Deck

1) TOA 8 Ch. Audio Mixer

1) Catel 48 MHz FM Modulator

DBX 160 Compressor Limiter

1) Jerrold Comander IV Modulator

Realistic PZM mic

1) Sony ECM 44B Lav

1) Shure 588SD Dynamic Mic

3) JVC BY110 Cameras

3) Bogen 30681 Tripods

4) Telex Headsets

5) Mole Richardson Baby Spots

3) Scoop lights

2) Lowel Light Kits (1 large/1small)

JVC AA-C11 AC Power Adapter

2) A/B Switchers

RCTV Equipment Inventory 10/98 Area: RCTV VAN

Manufacturer/Item

4) Panasonic 7" Color Monitors

1) Panasonic 5" TV

1) Videonics Titlemaker 2000

1) Panasonic WJ - 5500 SEG

1) Telex PS-21 Power supply

1) Telex Single muff head set + box

3) Panasonic WV- 5203B b/w Monitors

1) Optimus Amplifier + 2 speakers

1) JVC 6400U VHS VCR

1) JVC 8600U Edit Deck

2) Videotek VDA 16

1) Videotek ADA 16

1) Shure M267 4Ch. Audio Mixer

2) Heavy duty AC Cords 110'/50'

1) Tripod Dolly

2) Floor Mic Stands

2) ITE H40 Tripods

1) Bogen 3066 Tripod

EXHIBIT 6

FCC CUSTOMER SERVICE OBLIGATIONS (Section 76.309)

Please see the following page(s).

EXHIBIT 7

BILLING AND TERMINATION OF SERVICE (207 CMR 10.00)

Please see the following page(s).

EXHIBIT 8

THE CABLE ACT

Please see the following page(s).

{To Be Provided}

§76-309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements

(3) Any state or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any state or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) *Cable system office hours and telephone availability—*

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) *Installations, outages and service calls.* Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a

quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) *Communications between cable operators and cable subscribers—*

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) *Definitions*—

(i) *Normal business hours*—The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) *Normal operating conditions*—The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) *Service interruption*—The term "service interruption" means the loss of picture or sound on one or more cable channels.

207 CMR 10.00 BILLING AND TERMINATION OF SERVICE

Section

- 10.01: Billing Practices Notice
- 10.02: Services, Rates and Charges Notice
- 10.03: Form of Bill
- 10.04: Advance Billing and Issuance of Bills
- 10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service
- 10.06: Charges for Disconnection or Downgrading of Service

- 10.07: Billing Disputes
- 10.08: Security Deposits

10.01 Billing Practice Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02 Services Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

207 CMR COMMUNITY ANTENNA TELEVISION COMMISSION

10.02 continued

(7) A cable operator shall not charge a subscriber for any service or equipment: that the subscriber has not affirmatively requested by name. This provision, however shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service. or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03 Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) the name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill and or subscribers rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due; (f) the date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment. or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04 Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall pro ride subscribers with a written statement of account for each billing period and a final bill at the time of disconnection

10.05 Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt The due date shall not be less than five business days following the mailing date of the bill.

207 CMR COMMUNITY ANTENNA TELEVISION COMMISSION

10.05 continued

- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent the operator has given the subscriber a written late charge notice in a clear and conspicuous manner and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5% of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscribers cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for resumed checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06 Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service(s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07 Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operators investigation shall promptly inquire about and take advantage of any complaint resolution mechanism formal or informal available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).

207 CMR COMMUNITY ANTENNA TELEVISION COMMISSION

10.07 continued

(4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.

(5) Upon receipt of a petition the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08 Security Deposits

(1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.

(2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber either as a direct payment or as a credit to the cable subscriber's account.

(3) Within 30 days after the return of the converter or other equipment the cable operator shall return the security deposit plus any accrued interest to the cable subscriber either as a direct payment or as a credit to the cable subscriber's account.

REGULATORY AUTHORITY

207 CMR 10.00:47 U.S.C. §552, M.G.L. c. 166A, §§2A, 3, 5(1), 10, 16 and 17.