

TOWN OF PRINCETON
CABLE TELEVISION
ISSUING AUTHORITY REPORT

THE BOARD OF SELECTMEN

TOWN OF PRINCETON

TOWN HALL

6 TOWN HALL DRIVE

PRINCETON, MA 01541

JANUARY 17, 2017



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Town of Princeton, MA

Issuing Authority Report

- (a) The Board of Selectmen of the Town of Princeton, Massachusetts (the “Town”), as statutory Issuing Authority (the “Issuing Authority”), initiated the cable television licensing process in the Town on September 7, 2016.
- (b) Pursuant to 207 CMR 3.03(2), the Issuing Authority published notice in the Telegram & Gazette on October 3, 2016 and October 10, 2016, advertising the cable television licensing process in Princeton. The deadline for receipt of proposals was November 3, 2016 by 1 PM. The Issuing Authority received two Massachusetts Cable Television Division Form 100 applications from Charter Communications Entertainment I, LLC (“Charter”) and Comcast of Massachusetts I, Inc. (“Comcast”). There were no other applications filed with the Issuing Authority.
- (c) Pursuant to 207 CMR 3.03(3), the Issuing Authority is issuing this Issuing Authority Report (IAR) for response in the form of an amended proposal from Charter and Comcast.
- (d) Pursuant to 207 CMR 3.03(3), only Charter and Comcast may respond to the IAR. In the event that either Charter or Comcast have any issues with the licensing process used by the Town as of their filing of responses to the IAR, Charter and Comcast are instructed to apprise the Town of same not less than fourteen (14) days prior to filing of responses to enable the Town and applicants to appropriately address same and to seek appropriate guidance if and as needed.

SUBMISSION INSTRUCTIONS

- (a) The Applicants shall respond to this IAR by submitting an amended proposal, including the Form 100, to the Issuing Authority. The amended proposal shall include a draft cable license from the Applicant as proposed for the cable service in the Town of Princeton.
- (b) The amended proposal and ten (10) copies, shall be received by the Town no later than **1 PM on Tuesday, February 21, 2017**, at the following address:

Board of Selectmen
Town of Princeton
6 Town Hall Drive
Princeton, MA 01541
C/O Linda Albrecht

- (c) The applicants shall also send one (1) copy of its amended proposal **directly** to the Town's outside cable counsel, Bill August, Esq., Epstein & August, LLP, 875 Massachusetts Avenue, Suite 31, Cambridge, MA 02139.
- (d) All financial information in the Form 100 shall be completed and submitted in the amended proposal as required. Said financial information shall be specific to the proposed Princeton system, including total project cost to install, anticipated MBI contribution and the amount, if any, anticipated of Town contribution.
- (e) Questions about this IAR shall be addressed, in writing only, to the Town Administrator via email to townadministrator@town.princeton.ma.us by Wednesday, February 8, 2017 at 4 PM.
- (f) Certain materials and/or maps have been provided by the Town and Town residents for informational purposes only. The applicants remain responsible to verify the accuracy of this information and are required to complete whatever research necessary to provide a complete and non-ambiguous application.
- (g) As part of your response, please advise the Town if your company is amenable, subject to authorization by the Massachusetts Department of Telecommunications and Cable, to executing a Final License without recourse to the use of a prior Provisional License. The foregoing would be subject to the Town, at the discretion of the Issuing Authority, electing to execute a Final License in lieu of a Provisional License, if permitted by the DTC.
- (h) Any and all questions pertaining to internet, data and non-cable services are informational only and will not be used as licensing criteria by the Town.
- (i) Applicants amended proposals will be evaluated based on overall commitments with respect to satisfying the Town's cable-related needs and interests, and providing reasonable proposals regarding the cable-related facility and service issues as set forth in the attached license, and, particularly with respect to among other things: Public Educational and Government (PEG) access and cable-related funding, facilities, channels, equipment and PEG Access and other cable services; remote video origination sites; municipal and school interconnections and benefits as specified; customer service terms and conditions; service area including the entire Town; construction timetable, license administration and enforcement provisions (procedures for provision of itemized financial statements showing gross annual revenues, definition of gross annual revenues, indemnification of the Town, performance bond, insurance provisions, reporting requirements, etc.), other terms and conditions reasonably meeting the Town and community's cable needs, and the overall financial commitment to the Town of Princeton cable-related needs, all subject to and in accordance with applicable law and the terms of this Issuing Authority Report. Further clarification of specifications is set forth in the Issuing Authority Report.

ARTICLE 0 - CLARIFICATION REGARDING INITIAL FORM 100 APPLICATIONS

SECTION 0.1 - CLARIFICATION OF FORM 100 RESPONSES

Relative to Charter and Comcast's previously filed Form 100, certain clarifications are sought, as outlined below, subject to Charter and Comcast being able, in its amended proposal, to address and clarify any and all items about which further clarification is sought from Charter and Comcast, such that both applicants shall be on a level playing field with respect to having the same opportunity to address any and all questions, specifications and issues in this IAR on an equal basis in their applications.

A. ITEM 5: Proposed start date of initial license.

- (a) Please provide and clarify the start date of the initial license is the date of issuance of the license, or some later date associated with the granting of funds by MBI.
- (b) Does the new MBI RFP process affect anything in your proposal, and if so, please explain how your proposal is affected, particularly any effect on the start date of the initial license?
- (c) The Town of Princeton expended approximately \$1 million on make-ready. How do you plan to reimburse the Town of Princeton for any of these costs that the Town incurred, and if so, for how much?

B. ITEM 11: Describe proposed procedures for handling customer service inquiries.

- (a) Please describe the response time for customer complaints (i.e., response within 24 hours) and scheduling window for customer services calls (i.e., appointments within a two-hour window).

C. ITEM 15: PEG Questions

- (a) Will Princeton subscribers be able to view local programming from surrounding towns, and if so, by means of what form of and terms for local programming interconnection?
- (b) If Princeton does not want any PEG type programming, would there be any sort of credit?
- (c) Can provisions be made to add PEG access channels at some time in the future if desired?

D. ITEM 18: The following item regarding Internet Service is requested for informational purposes, and not as a licensing factor:

- (a) Please provide further detail regarding the ability to provide 100 Mbps downstream/100 Mbps upstream or higher to any subscriber that wants it and any additional costs for such service.
- (b) What is the "basic" Mbps downstream and upstream service that you provide.
- (c) Please explain the acceptable range of download and upload speeds that customers can expect at normal times for each range of Internet service provided.
- (d) Will you provide in writing a statement that you will provide net neutrality?
- (e) Will you provide in writing that you will not have data caps?

E. ITEM 20: Parts of town covered and excluded

- (a) Please confirm that you intend to provide service to all public and private ways serviced by PMLD at Charter or Comcast's expense with no additional cost to the Town of Princeton.
- (b) Please confirm that service will follow existing aerial and/or underground means.

F. ITEM 22: Construction time frames

- (a) Please state the earliest construction completion date after the issuance of the final license date of June 11, 2017. See Exhibit 4, Initial Licensing Process Time Frames with Dates, "Earlier Due Date" column.
- (b) Please describe in detail how the cable system will be constructed in Princeton, including but not limited to, if such construction will be accomplished in stages and how the applicant will minimize disruption to the public rights-of-way in Town.
- (c) Will you begin before all the make-ready work is done on the part of the Town where the make-ready work is complete already?

SECTION 0.2 - PROPOSED CABLE LICENSE TERMS FOR BOTH CHARTER AND COMCAST

(a) The following section of this Issuing Authority Report includes proposed license terms and conditions for a Princeton initial cable license and reflect the Town's findings of what constitute terms and conditions needed by or in the best interests of the Town and the general public, consistent with customary licensing practices. The applicants are instructed to provide a proposed license as part of their amended proposal including or otherwise reasonably addressing these terms and conditions as they are specifications of the Town's reasonable cable needs.

SECTION 0.3 - CATV INITIAL LICENSING PROCESS TIME FRAMES WITH DATES

(a) Exhibit 4 is an outline of the licensing process provided to the Town and the Town sets it forth as a framework to be used by the Town. Applicants are on notice that if they have any objection to the licensing framework set forth below, they must advise the Town as of the filing of their IAR responses or earlier, to enable the Town to seek appropriate guidance relative to same. Further, as the Massachusetts Department of Telecommunications and Cable authorizes waivers to various licensing procedures, the Town reserves the right to seek waivers if and as applicable and reasonable and in the public interest. As noted above, the Town requests each applicant to address whether it is amenable, subject to the discretion of the Town, to the Town proceeding to issuance and execution of a Final License without an interim Provisional License stage.

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.

(a) Access - The right or ability of any Princeton resident and/or any Persons affiliated with a Princeton institution to use designated Public, Education and Government ("PEG") access facilities and equipment and/or Access Channels of the Cable Television System, subject to the conditions and procedures established for such use by the Town and/or its designee.

(b) Access Provider — shall mean the entity or entities as designated from time to time by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this License and 47 U.S.C. 531.

(c) Affiliate or Affiliated Person - When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(d) Basic Cable Service shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(f) Cable Act — shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(g) Cable Television System or Cable System — shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Princeton, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(h) Cable Division shall mean the Competition Division of the Massachusetts Department of Telecommunications and Cable established pursuant to Massachusetts General Laws c. 166A (M.G.L.).

- (i) Cable Service or Service — shall mean the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- (j) Drop — shall mean the coaxial cable or fiber that connects a home or building to the feeder cable of the Subscriber Network.
- (k) Effective Date — shall mean [DATE TBD].
- (l) FCC — shall mean the Federal Communications Commission or any successor governmental entity.
- (m) Franchise Fee — shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Princeton and or any other governmental subdivision, such as an Access Provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.
- (n) Gross Annual Revenues — The revenues received by the Licensee and/or its Affiliates from the operation of the Cable System in the Town of Princeton to provide Cable Service, including, without limitation: the distribution of any Cable Service over the Cable System; Basic Services monthly fees and all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest earned on all Subscriber fees and/or charges collected; all digital Cable Service revenues; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber Cable Service revenues (including bulk account revenues); Pay Cable, Premium Services and Pay-Per-View revenues; converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; fees paid for channels designated for commercial use; home shopping revenues; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising revenues, advertising revenues for purposes herein shall be deemed to be the pro-rata portion of the advertising revenues, accrued by such Affiliate or other Person for such Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly 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 Franchise Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.
- (o) Issuing Authority — shall mean the Board of Selectmen of the Town of Princeton; Massachusetts, or the lawful designee thereof.
- (p) License shall mean this License and any amendments or modifications in accordance with the terms herein.
- (q) Licensee shall mean [TBD], or any successor or transferee in accordance with the terms and conditions in this License.

- (r) License Fee — shall mean the payments to be made by Licensee to the Town of Princeton and the Commonwealth of Massachusetts, which shall have the meaning as set forth in M.G.L.c. 166A, 9.
- (s) Outlet — shall mean an interior receptacle that connects a television set to the Cable Television System.
- (t) Pay Cable or Premium Services - Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.
- (u) Pay-Per-View - Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (v) PEG Access User — shall mean a Person utilizing the Cable Television System, including any related facilities for purposes of production and/or transmission of PEG Access Programming, as opposed to utilization solely as a Subscriber.
- (w) PEG Access Programming — shall mean non-commercial programming produced by any Princeton residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C, 531 and this License.
- (x) Person — shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority.
- (y) Private Way — A private way is defined in accordance with applicable Massachusetts laws.
- (z) Public, Educational and Governmental (PEG) Access Channel — A video channel which the Licensee shall make available to the Town of Princeton and designees of the Town of Princeton, including Access users 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.
- (aa) Public Way — shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, compatible public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the Town of Princeton for compatible uses, which shall entitle Licensee, subject to applicable law, to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the Town of Princeton for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements

or rights-of-way as shall within their proper use and meaning entitle Licensee to the use thereof for the purposes of installing, operating, and maintaining Licensee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System. 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.

(bb) Public Buildings shall mean those buildings owned or leased by the Issuing Authority for municipal government purposes, and shall not include buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(ab) Standard Installation — The installation which can be completed using a Drop of up to three hundred fifty feet (350') aerial and/or underground from a public or private way.

(ac) Subscriber — Any Person, firm, corporation or other entity who or which contracts with the Licensee for or lawfully receives, Cable Service provided by the Licensee.

(ad) Subscriber Network — shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(ae) Town — shall mean the Town of Princeton, Massachusetts.

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

(ag) Video Programming or Programming — shall mean the 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

- (a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive License to [TBD], authorizing and permitting Licensee to construct, operate and maintain a Cable Television System within the municipal limits of the Town of Princeton.
- (b) This License is granted under and in compliance with the Cable Act and M.G.L.c. 166A, and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this License is granted.
- (c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

- (a) The term of this non-exclusive License shall be for a period of fifteen (15) years, commencing on [Date TBD] and shall terminate at midnight on [Date TBD].

SECTION 2.3 - RENEWAL

- (a) In accordance with the provisions of federal law, M.G.L. c. 166A, §13 and applicable regulations, this License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.
- (b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Licensee and the Issuing Authority and shall contain such terms as Licensee and the Issuing Authority may then agree.

SECTION 2.4 - RESERVATION OF AUTHORITY

- (a) Nothing in this License shall (a) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description; (b) be construed as a waiver of any codes or bylaws/regulations of general applicability and not specific to the Cable Television System, Licensee, or this License; or (c) be construed as a waiver or release of the rights of the Issuing Authority. Any conflict between the terms of this License and any present or future exercise of the town's police and regulatory powers shall be resolved by a Massachusetts court of appropriate jurisdiction.

SECTION 2.5 - NON-EXCLUSIVITY OF LICENSE

- (a) This License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public and Private Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Princeton; or the right of the Issuing Authority to permit the use of the Public and Private Ways and places of the Town for any purpose(s) whatsoever.

The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

- (i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.
- (ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this License, the Issuing Authority shall negotiate, in good faith, equitable amendments to this License within a reasonable time.

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

(d) In the event an application for a new cable television license is filed with the Issuing Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall serve a copy of such application upon the Licensee by certified mail or via nationally recognized overnight courier services within a reasonable time thereafter.

(e) In the event that the Licensee believes that in the future another Licensee which has been granted a cable television license in the Town, has been provided relief by the Issuing Authority from a material obligation(s) of its license, which may include amendments to the license, that causes said other cable television license to be more favorable or less burdensome than this License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that such relief causes said other cable license to be favorable or less burdensome than this License. Should the Licensee demonstrate that any such relief causes said other cable television license to be more favorable or less burdensome than the License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this License.

SECTION 2.6 - POLICE AND REGULATORY POWERS

(a) By executing this License, the Licensee acknowledges that its rights are subject to the powers of the Town and its right to adopt and enforce generally applicable by-laws in the lawful

exercise of its police powers to the extent permitted by applicable law, with respect to the safety and welfare of the public. The Licensee shall comply with all applicable, Town by-laws and lawful regulations, provided such are not specific to this License, the Licensee and/or Cable System. 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 a court of competent jurisdiction. Nothing in this Section 2.6 shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town by-law or regulation.

SECTION 2.7 - REMOVAL OR ABANDONMENT

(a) Upon termination of this License by passage of time or otherwise, unless 1) the Licensee has its license renewed for another term or 2) the ownership of the Cable Television System is transferred to another Person with written approval by the Issuing Authority in accordance with applicable law and pursuant to Section 2.8 below or 3) unless otherwise operating under the terms of this License as allowed by applicable law, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public and Private Ways and shall restore the areas to their original condition as is reasonably possible and as soon as reasonably possible. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned. Upon written request of the Licensee, the Issuing Authority may waive this requirement for good cause shown.

SECTION 2.8 - TRANSFER OF THE LICENSE

(a) Pursuant to M.G.L. c. 166A, §7, as may be amended from time to time, neither the License, nor control thereof, shall be transferred, assigned or disposed of 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. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the FCC and/or the Cable Division. An application for consent to a transfer or assignment, if required, 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. A transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under this License, unless otherwise provided by applicable federal or state law. An "affiliated company" is any Person or entity who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person or entity.

(b) Pursuant to applicable state and federal law, as may be amended, in considering a request to transfer control of the License, the Issuing Authority shall consider the transferee's financial capability, management experience, technical expertise and legal ability to operate a Cable System under the existing license and may consider any other criteria allowable under applicable law or regulation.

(c) The consent or approval of the Issuing Authority to any assignment or transfer 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 and Private Ways or any other rights of the Town under the License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the License.

(d) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required by applicable law, of the application and FCC Form 394 requesting such transfer or assignment consent.

(e) 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 and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120-day period is extended in writing by mutual agreement of the parties pursuant to applicable law.

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

SECTION 2.9 - EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without the Licensee and the transferee complying with Section 2.8 above shall be null and void, and shall be deemed a material breach of this License.

(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, unless such transfer is otherwise allowable by applicable law.

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

ARTICLE 3 - SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) Licensee shall make Cable Service available to every residential dwelling unit within the Town serviced by the PMLD, provided the Licensee is able to obtain any necessary easements, permits and/or permission from owners of property and multiple dwelling units at the time of initial deployment. After that time for non-Standard Installations, the Licensee shall offer said service within forty-five (45) days of a Subscriber requesting such for aerial installations and ninety (90) days, weather permitting, of a Subscriber requesting such for underground installations.

(b) Provided Licensee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation so long as such additional time does not result in additional cost to the project developer or the Town. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Licensee. The developer shall be responsible for the digging and back-filling of all trenches.

SECTION 3.2 - CONSTRUCTION

(a) The Licensee shall construct, install, operate and maintain a Cable Television System Subscriber network in the town with a capacity of carrying video channels in the downstream and upstream directions.

(b) The make-ready work has been done sequentially and construction shall follow said sequence. It is essential that the construction of the system be completed as quickly as possible. The Town is committed to construction of the cable television system Subscriber Network be completed no later than 6 months after the issuance of the final license date of June 12, 2017. See Exhibit 4, Initial Licensing Process Time Frames with Dates, "Earlier Due Date" column.

(c) *To what extent will the Licensee compensate the Town, for the Town's cost, for the cost of pole license and pole bond when the license begins to provide a Cable Television System subscriber network in the town. Presently, the Town is paying \$5.03 annually per pole license and \$4,500 annually for the pole bond.*

SECTION 3.3 - LINE EXTENSION POLICY

(a) Licensee shall provide, at Licensee's sole cost, all necessary design and installation to extend availability of the Cable System to all buildable lots on said future Public or Private Ways.

(b) Provided that Licensee has ninety (90) days prior written notice of completion of access way Licensee shall obtain all necessary permits and make Cable Service available within forty-five (45) days.

SECTION 3.4 - INSTALLATION SCHEDULE

(a) The Licensee shall begin construction of its proposed system within thirty (30) days after Effective Date of this Agreement and shall complete construction on or before 6 months of the issuance of the final license date of June 11, 2017. See Exhibit 4, Initial Licensing Process Time Frames with Dates, "Earlier Due Date" column.

(b) Following the commencement of construction of the System Install, every three (3) months until the upgrade System is completed, the Licensee shall provide written reports to the

Town detailing Licensee's progress in construction the upgrade System. Licensee shall, upon request, meet with the Town to discuss such progress.

(c) Every six (6) months or as required by FCC rules, the Licensee shall conduct proof of performance test to pursuant to FCC requirements, and shall provide a written report to the IA showing the results of such tests. If the tests reveal that the Licensee is not in compliance with any applicable requirement, the Licensee shall immediately take whatever steps are necessary to achieve compliance. No later than ten (10) days following completion of the test which revealed non-compliance, the Licensee shall conduct additional proof of performance test to determine whether it has corrected its non-compliance; provided that the Town may extend this ten-day requirement as it deems necessary.

(d) Local Office. Throughout the Licensee Term, Licensee must maintain a local office within 25 miles of the closest Town of Princeton border. Licensee shall assure that all Subscribers are able to contact Licensee by a toll-free telephone call during all hours required in the Cable Ordinance.

(e) The Licensee shall provide Cable Service to Multiple Dwelling Units in accordance with this License and applicable laws.

SECTION 3.5 - INSTALLATION CHARGES

(a) Standard Installation - Any dwelling on a Public or Private way within three hundred fifty feet (350 ft.) aerial and/or underground from the Cable System shall be entitled to a Standard Installation rate.

(b) For non-standard installations Licensee, shall provide a detailed estimate for the total installation of access way (aerial or underground) and cabling. The detailed estimate shall include a line item credit for the standard installation. After review of the detailed estimate, Subscriber shall have the right to provide suitable access way and provisions for cable pulling at their own cost. Licensee shall complete installation of cabling as a standard installation.

SECTION 3.6 - SUBSCRIBER NETWORK

Licensee shall own, operate and maintain the Cable Television System to Princeton Subscribers.

(a) The System Infrastructure shall be minimally DOCSIS 3.1 compliant or better.

(b) The System shall be capable of continuous twenty-four (24) hour daily operation without severe material degradation of signal except during extremely inclement weather or immediately following extraordinary storms that adversely affect utility services or damage major system components.

(c) *Will the system be capable of delivering up to 100 Mbps (downstream speed) and at least 100 Mbps (upstream speed) to any or potentially every subscriber?*

(d) The System shall use equipment generally used in high-quality, reliable, modern systems of similar design, including but not limited to back-up power supplies capable of providing power to the system for two hours in the event of an electrical outage.

(e) The Licensee shall provide a mechanism to insure privacy of all non-anonymized data including audio or video feeds from customer premises and non-anonymized data other than as required to serve the customer chosen services. Some services like games may require some stored information but this is intended for the use of the Licensee solely for the purposes of providing enhanced services and may not be sold, passed on or licensed to a third party and must be maintained with standard industry security. All privacy information must be 'opt out', not 'opt in', and using the 'opt out' option should not interfere with normal internet use or cable access.

(f) *Net Neutrality: Will the Licensee maintain all internet data access rates strictly independent of the source of the data?*

(g) *Uncapped Data: Will there be no Data Caps in the system? Will data rates be consistent with the paid for data rate independent of the total data used in any time frame?*

SECTION 3.7 - LOCATION OF THE CABLE TELEVISION SYSTEM

(a) The Licensee shall own, operate and maintain the Cable Television System within the Town. 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 and legally enforceable state and local laws and regulations.

SECTION 3.8 - SUBSCRIBER NETWORK CABLE AND INTERNET DROPS

(a) Licensee shall create Drops for at least Basic Cable and Basic Internet Service, at no charge to the Town, to each Public Building, public school, police and fire stations, public libraries and other Public Buildings as designated by the Issuing Authority within the Town, listed in [Exhibit 1] attached hereto.

(b) Upon written request by the Issuing Authority, Licensee shall provide one (1) Standard Installation Drop, Outlet and Basic Cable and Basic Internet Service at no charge to any new Public Buildings and other Town owned Public Buildings, along its Cable System route. The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to receive such a Drop or Outlet, prior to any such installation. There shall be no costs to the Town or any designated institution for said installation along the cable route and the provision of monthly Basic Service, and related maintenance.

(c) Nothing in this Section shall require Licensee to move existing or install additional Drops or Outlets at no charge to those existing buildings included in [Exhibit 1] or to move existing or install additional Drops or Outlets to buildings in which Drops or Outlets are hereinafter installed pursuant to subsection (b) above.

(d) It is understood that the Licensee shall not be responsible for any internal wiring of such Public Buildings other than required to install the Drop or Outlet required pursuant to this Section 3.8.

SECTION 3.9 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to applicable law, upon request, and at no separate, additional charge Licensee shall provide Subscribers with the capability to control the reception of any channel of the Cable System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and Licensee may charge Subscriber for use of said box.

(c) Upon request by any Subscriber, Licensee shall make available at Licensee's actual cost a parental control or lockout device compatible with the Licensee's equipment and will enable the Subscriber to block access to any or all Channels. Licensee shall inform its Subscribers of the availability of the lockout device at the time of installation and annually thereafter.

SECTION 3.10 - EMERGENCY ALERT OVERRIDE CAPACITY

(a) Licensee shall comply with the FCC's Emergency Alert System ("EAS") regulations and any applicable laws and regulations of the Commonwealth of Massachusetts in order that emergency messages are distributed over the Cable System.

SECTION 3.11 - SYSTEM TECHNICAL SPECIFICATIONS

(a) The Cable System shall conform to the FCC technical specifications, including 47 CFR 76.05 which are incorporated herein by reference. At all times throughout the License, the Licensee shall meet all applicable FCC technical standards.

ARTICLE 4 - TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

- (a) In installing, operating and maintaining equipment, cable and wires, Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.
- (b) The construction, maintenance and operation of the Cable Television System for which this License is granted shall be done in conformance with all applicable laws, bylaws of general applicability, codes and regulations, including but not limited to the Occupational Safety & Health Administration (OSHA) regulations, the Massachusetts Electrical Code, the National Electrical Safety Code, the National Electrical Code, and the rules and regulations of the FCC, the rules and regulations of the Cable Division, any other applicable Massachusetts laws and regulations, applicable Town bylaws and regulations, and all applicable land use restrictions as the same exist or as same may be hereafter changed or amended.
- (c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.
- (d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

SECTION 4.2 - REPAIRS AND RESTORATION

- (a) Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If the pavement is under Moratorium (paved within five (5) years), then the Licensee shall repair the pavement in accordance with the Policy on Permanent Asphalt Repairs Related to Roadways under Moratorium, adopted by the Board of Selectmen. If 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 Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by Licensee upon written demand by the Issuing Authority. However, prior to such repair or restoration the Town should submit a written estimate to Licensee of the actual cost of said repair or restoration.
- (b) As of the date of this IAR, roads which were paved within the last five (5) years with underground service, include but are not limited to, Hickory Drive, Oak Circle, and Grow Lane.

SECTION 4.3 - UNDERGROUND FACILITIES

(a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, 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, the Licensee shall likewise place its facilities underground at no cost to the Town.

(b) Pursuant to Section 3.4(a) above, underground cable lines shall be placed beneath the pavement sub-grade in compliance with applicable Town by-laws, 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.

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law. In the event the Town develops an undergrounding project for which it plans to utilize Town funds to reimburse utilities for the cost of said undergrounding, its shall notify the Licensee of such and discuss with the Licensee how the Licensee may be eligible for such funding consistent with equitable principles and applicable law.

(d) Nothing in this Section shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 4.4 - TREE TRIMMING

(a) Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Licensee, in accordance with M.G.L. c. 87 and any Town bylaws/ordinances and regulations.

SECTION 4.5 - STRAND MAPS

(a) The Licensee shall file with the Issuing Authority strand maps of the Cable System plant installed, upon written request said strand maps shall also be provided in electronic format. The Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains.

SECTION 4.6 - BUILDING MOVES

(a) In accordance with applicable laws, Licensee shall, at its sole expense, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). Licensee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes.

(b) Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.7 - DIG SAFE

- (a) Licensee shall comply with all applicable "dig safe" provisions pursuant to M.G.L. c. 82.

SECTION 4.8 - DISCONNECTION AND RELOCATION

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

(b) Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement.

SECTION 4.9 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Town to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability.

(b) The Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement.

SECTION 4.10 - RIGHT TO INSPECTION

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

SECTION 4.11 - PRIVATE PROPERTY

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

SECTION 4.12 - PEDESTALS

(a) In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public and Private Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable Town, regulations and/or by-laws.

SECTION 4.13 - SERVICE INTERRUPTIONS.

(a) 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.

ARTICLE 5 - PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

(a) Licensee shall make available a Basic Cable Service tier to all Subscribers in the Town pursuant to applicable statute or regulation.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in [Exhibit 2], Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Licensee.

(b) Licensee shall comply with 76.1603(c)(3)(i)(b) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes.

SECTION 5.3 - REMOTE CONTROLS

(a) Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Licensee, if any, and allow the use of remotes. Licensee takes no responsibility for changes in its equipment or services that might render inoperable the remote-control devices acquired by Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS .

(a) All broadcast signals that are transmitted to Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 - CABLE CHANNELS FOR COMMERCIAL USE

(a) Pursuant to 47 U.S.C. 532, Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee. Rates for use of commercial access channels shall be negotiated between Licensee and the commercial user in accordance with federal law.

SECTION 5.6 - CONTINUITY OF SERVICES

(a) It shall be the right of all Subscribers to receive Cable Service insofar as Subscribers honor their financial and other obligations to the Licensee; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Cable Service interruptions or as a result of Cable System or equipment failures. When necessary, if non-routine Cable Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

SECTION 5.7 - COMMERCIAL ESTABLISHMENTS

(a) The Licensee shall make Cable Service available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for installation, any required line extension, and monthly subscription costs as established by the Licensee. The system should be able to support upload speeds for commercial plans up to at least 100 Mbps.

ARTICLE 6 - PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) Use of channel capacity for Public, Educational and Governmental ("PEG") Access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User — whether an individual, educational or governmental user — acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity pursuant to Section 611 of the Cable Act, to the extent allowed by applicable law.

(b) Licensee shall, if requested by the Issuing Authority, provide three (3) channels for Public, Educational, and Government ("PEG") Access, for future availability for PEG Access programming provided by the Issuing Authority and/or its designee, for use as determined by the Issuing Authority.

SECTION 6.2 - PEG ACCESS PROVIDER

(a) If the town requests use of the PEG Channels during the term of the License, the designation of the PEG Access Provider shall be determined by the Issuing Authority, at the time of such request by the Issuing Authority.

SECTION 6.3 - PEG ACCESS CABLECASTING

(a) If the town requests use of the PEG Channels during the term of the License this shall be negotiated at that point in time, subject to Licensee agreeing, in the event of town use of PEG Channels, to at least transmit PEG programming from the Town Hall and the Thomas Prince School if requested in writing by the Issuing Authority, with provision of video return lines or capability for same at no charge to the Town, and with the foregoing Town Hall and the Thomas Prince School video return line capability provided in not less than twelve months from such written Town request.

SECTION 6.4 - PEG ACCESS AND/OR CABLE-RELATED SUPPORT

(a) Licensee shall allocate not less than XX percent to the Town for annual PEG Access support or annual cable-related purposes commencing within ninety days of Town written request for same. [Applicants to specify amount applicants are willing to commit to for annual PEG or cable-related support, including but not limited to, cable system make-ready costs, subject to Town electing receipt of same for PEG and or other cable-related support.]

SECTION 6.5- PEG ACCESS AND/OR CABLE-RELATED CAPITAL PAYMENTS

(a) Licensee shall allocate not less than XX dollars to the Town for PEG Access capital support or cable related capital support purposes payable to the Town within ninety days of Town written request for same. [Applicants to specify amount applicants are willing to commit to for PEG or cable-related capital support, including but not limited to, cable system make-ready costs, subject to Town electing receipt of same for PEG and or other cable-related support.]

SECTION 6.6 - NON-COMMERCIAL PROGRAMMING

If the town requests use of the PEG Channels during the term of the License this shall be negotiated at that point in time.

SECTION 6.7 - REPORT OF DISBURSEMENTS

(a) At the request of the Licensee, on or before February 15th, the Issuing Authority, or its designee, shall submit to the Licensee a written report showing actual disbursements made of the funds provided pursuant to this license to an access corporation by the Licensee on behalf of the access corporation, pursuant to Article 6 herein. .

(b) Said report shall detail the allocation of funds and any operating interests of the various entities, if any, using the PEG Access facilities.

(c) If upon review of the report, the Licensee finds that any use of the funds by the access corporation have been inappropriately related to PEG Access, the Licensee may submit a written request for a hearing before the Issuing Authority. After such hearing, the Issuing Authority shall submit a written response to the Licensee stating its assessment of the use of funds. If the Issuing Authority and Licensee agree that funds have not been used appropriately, the Issuing Authority shall take the necessary measures to better assure future funds are expended appropriately. .

(d) If upon receipt of a subsequent report, the Licensee believes that the use of funds again has not been appropriate, the Licensee may, in writing, request another hearing before the Issuing Authority. Providing the Issuing Authority finds in accordance with the Licensee's

beliefs, the Issuing Authority shall take appropriate action(s) to put safeguards in place to assure the appropriate use of the funds.

ARTICLE 7 - FRANCHISE FEES AND LICENSE FEES

SECTION 7.1 - LICENSE FEE PAYMENTS

(a) Pursuant to M.G.L. c. 166A, §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 other amount as may in the future be allowed pursuant to state and/or federal law. The number of Subscribers, for purposes of this Section 7.1, shall be calculated in compliance with applicable law(s).

SECTION 7.2 - FRANCHISE FEE

(a) In accordance with Section 622(b) of the Cable Act, the Licensee shall not be liable for a total Franchise Fee pursuant to this License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the PEG access support pursuant to Section 6.4, above; (ii) any License Fee(s) that may be payable to the Town and to the State pursuant to M.G.L. c. 166A, §9, and Section 7.1; provided, however, that said five percent (5%) shall not include the following: (i) the PEG Access cablecasting (Section 6.3 above); and (ii) the PEG Access capital payment (Section 6.5, above); (iii) any interest due to the Town because of late payments to the Issuing Authority or its designee(s); (iv) any payment excluded from the definition of the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act; and (v) the FCC regulatory fee, unless and until said FCC regulatory fee is determined to be a franchise fee by the FCC or a court of competent jurisdiction.

SECTION 7.3 - PAYMENT

(a) Pursuant to M.G.L. c. 166A, §9, the License Fees shall be paid annually to the Town throughout the term of this License, no 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 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 which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges of general applicability shall be used as offsets or credits against the License Fee or Franchise Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this License shall be construed to limit the authority of the Issuing Authority to impose a tax, fee or

other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

SECTION 7.5 - LATE PAYMENT

(a) In the event that the payments required pursuant to this Article 7 are not tendered to the Town on or before the dates fixed in by or pursuant to Section 7.3 above or applicable law, interest due on such fee payment shall accrue from the date due at the prime rate at the Federal Reserve Bank of Boston or its successor.

SECTION 7.6 - RECOMPUTATION

(a) Tender or acceptance of any payment, including any payment of a License Fee or any payment required in Article 6 of this License 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 Issuing Authority may have for additional sums including interest payable under Article 6 or Article 7. All amounts paid shall be subject to audit and re-computation by the Issuing Authority, and shall occur in no event later than two (2) years after the subject payment has been tendered.

(b) If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have thirty (30) business days after a written request from the Issuing Authority to provide the Town with additional 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 may conduct an audit of such payment(s) at its expense.

(c) If, after such audit and re-computation, an additional fee is owed to the Town and/or its designee, such fee shall be paid within thirty (30) days after such audit and re-computation. The interest on such additional fee shall be charged from the due date at the prime rate during the period that such additional amount is owed.

SECTION 7.7 - AFFILIATES USE OF SYSTEM

(a) Use of the Cable System by Affiliates shall be in compliance with applicable state and/or federal laws, and shall not detract from the provisions of this License.

SECTION 7.8 - METHOD OF PAYMENT

(a) All License Fee payments by the Licensee to the Town pursuant to this License shall be made payable to the Town and provided to the Board of Selectmen, unless the Licensee is otherwise notified in writing by the Issuing Authority.

ARTICLE 8 - RATES AND CHARGES

SECTION 8.1 - RATES AND CHARGES

- (a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law.
- (b) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all Cable Service offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto, including any changes thereto.
- (c) At the time of initial solicitation or installation of Cable Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CIVIR 10.00 et seq.
- (d) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other license/franchise requirements, may be passed through to the Subscribers in accordance with federal law.
- (e) Senior Citizen or Handicapped Citizen Discount shall be ten percent (10%) off of the price of the Basic Service tier of service, and shall not apply to any other channels or tiers and shall not apply to packages. To be eligible, a resident must meet the following criteria: sixty-five (65) years of age or older or handicapped and head of household receiving one of the following: (i) Supplemental Security Income (SSD); (ii) Medicaid; (iii) Veterans' Services Benefits; (iv) the Town's income-based senior citizen real estate tax abatement, if any, pursuant to applicable law; or (v) any other suitable criteria that the Licensee and the Issuing Authority mutually agreed upon. *(Applicants are invited to discuss options of addressing senior citizen discount via a side letter.)*
- (f) To establish eligibility, a resident shall bring or mail a photocopy of a valid driver's license, birth certificate or other document definitively establishing age, plus a photocopy of documentation definitively establishing receipt by the resident at time of application for this discount of any one of the programs listed in (i)-(v) of Section 9.5(c). A resident need establish eligibility for this discount only once to continue receiving it so long as they remain a Subscriber.

SECTION 8.2 - RATE REGULATION

(a) The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under state and federal laws.

SECTION 8.3 - CREDIT FOR SERVICE INTERRUPTION

(a) In accordance with applicable law, in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a prorated credit or rebate.

ARTICLE 9 - CUSTOMER SERVICE, SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

SECTION 9.1 - TELEPHONE ACCESS

(a) The Licensee shall maintain and operate its customer services call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee shall comply with all state and federal requirements pertaining to the hours of operation of such customer service call center.

(b) The Licensee's main customer service call center shall have a publicly listed local or toll-free telephone number for Princeton Subscribers, unless required otherwise by applicable law.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B) under normal operating conditions (as defined in §76.309(c)(4)(ii) telephone answer time by a customer service representative, including wait time and time to listen to the menu of choices and options, shall not exceed sixty (60) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed sixty (60) seconds. Said standard shall be met no less than ninety (90%) percent of the time under normal operating conditions, measured on a quarterly basis.

(d) Pursuant to 47 C.F.R. §76.309(c)(1)(B), a Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operation conditions. There needs to be a way to hold the Licensee accountable to the above standard. If it not met, a performance bond of an amount agreed upon by the Licensee and the B.O.S. will be forfeit. This bond must be paid for each and every 6-month period in which this standard has not been met.

SECTION 9.2 - INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than (9:00 a.m. to 5:00 p.m. weekdays).

- (b) A Subscriber complaint or request for service received after Normal Business Hours shall be acted upon the next business day.
- (c) The service window provided to the customer, the time the customer must be available to have the service performed, shall be no more than 2 hours and made by arrangement during the call for service.
- (d) 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 outage as described in section 9.2 (e) below.
- (e) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of this section, 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.
- (f) The Licensee shall remove all Subscriber Drop Cables, within twenty-one (21) days of receiving a request from a Subscriber to do so.

SECTION 9.3 - FCC CUSTOMER SERVICE OBLIGATIONS

- (a) 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 9.3.

SECTION 9.4 - BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as Exhibit 9.4, as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Service, Rates and Charges;
- (iii) Form of Bill;
- (iv) Advance Billing, Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

SECTION 9.5 - 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 Cable 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), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) 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.

Thereafter, if the Subscriber chooses to participate in further processing of the complaint, the Subscriber shall meet jointly with the Issuing Authority or its designee(s) and an authorized 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..

(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 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) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of complaints.

SECTION 9.6 - EMPLOYEE IDENTIFICATION CARDS

(a) 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 visibly display an employee identification card issued by the Licensee and bearing a picture of said employee.

SECTION 9.7 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall comply with all applicable federal and state laws and regulations regarding privacy, including, but not limited to the provisions of Section 631 of the Cable Act (47 U.S.C. 551).

(b) 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.

SECTION 9.8 - PRIVACY WRITTEN NOTICE

(a) At the time of entering into an agreement to provide any Cable 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.

SECTION 9.9 - MONITORING

(a) The Licensee and the Town shall comply at all times as applicable with Section 631 of the Cable Act (47 U.S.C. 551) "Protection of Subscriber Privacy", as maybe amended. .

(b) The Licensee shall not record or retain any information transmitted between a Subscriber 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 9.10 - 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 authorized representative. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

SECTION 9.11 - RESPECT FOR PRIVATE PROPERTY

(a) Nothing herein shall be construed as authorizing access or entry onto private property, or any other property by the Licensee, where such right to access or entry is not otherwise provided by law, the Subscriber Services Agreement or this License..

ARTICLE 10 - INSURANCE AND BONDS

SECTION 10.1 - 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, as obtained and renewed, copies of the certificates of insurance for the following policies:

(a) A commercial general liability insurance policy, written on an occurrence basis, on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance, operation or removal of the Cable System or alleged to have been so

occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for personal injury, broad form property damage, products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) A property damage insurance policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agent 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 (\$ 1,000,000.00).

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

- (i) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;
- (ii) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(d) Workers Compensation in the minimum amount of the statutory limit.

(e) The Licensee shall carry excess liability, written on an occurrence basis, in the minimum amount of Five Million Dollars (\$5,000,000.00) umbrella form over all other insurance required by this Section 10.1.

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

- (i) Such insurance shall commence no later than the Effective Date of the 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.
- (iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.
- (v) The Licensee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the License under which the Town may immediately suspend operations under the License.
- (vi) The Licensee shall require that every one of its contractors and their subcontractors are covered by the Licensee's insurance as required herein or, in the alternative, carry in full force and effect, the same insurance in the same minimum amounts and meeting the same requirements as required in this Section 10.1.
- (vii) The Licensee shall be responsible for all deductibles.
- (viii) The Town, its Issuing Authority, other officials, and employees shall be named as "additional insureds" on all liability insurance policies.

- (ix) Neither this Section 10.1, nor the provision of insurance or insurance proceeds pursuant to this Section 10.1, shall limit the liability of the Licensee pursuant to this License.
- (x) The Licensee shall provide the Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of the policies. All certificates shall contain, at a minimum, a thirty (30) day notice of cancellation or reduction in the coverage amount(s).

SECTION 10.2 - PERFORMANCE BOND

- (a) The Licensee shall maintain, without charge to the Town, throughout the term of the License, a faithful performance bond running to the Town and in a form satisfactory to the Issuing Authority (however, the Issuing Authority shall not unreasonably deem a bond's form to be unsatisfactory), with good and sufficient surety licensed to do business in the Commonwealth of Massachusetts in the sum of Fifty Thousand Dollars (\$50,000). Said bond shall be upon the terms and conditions specified in M.G.L. 166A 5(K) and the faithful performance and discharge of all obligations imposed by the License, subject to the provisions of 11.1 and 11.2 below.
- (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, 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 Sections 12.
- (c) Said bond shall be a continuing obligation of the License, and thereafter until the Licensee has satisfied all of its obligations to the Town pursuant to the terms and conditions of such bond. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the sum of Fifty Thousand Dollars (\$50,000) required herein. Neither this section, nor any bond accepted pursuant thereto, nor any damages recovered there under shall limit the liability of the Licensee under the License.
- (d) The performance bond required herein shall contain an explicit endorsement stating that such performance bond is intended to cover the liability assumed by the Licensee under the terms of the License and shall contain the following endorsement:
 - (i) It is hereby understood and agreed that this performance bond shall not be cancelled, 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.

SECTION 10.3 - INDEMNIFICATION

- (a) The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, boards, commissions, committees, agents and/or employees against all 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 this License, including without limitation, property damage or personal injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or

removal of the Cable System. Indemnified expenses shall include reasonable attorneys' fees and costs incurred from the time the Licensee receives written notice of its obligation to indemnify and defend the Town for a specific claim up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify and defend the Town after receipt of a claim for which indemnification is sought. In the event of a legal action, the Issuing Authority or its designee shall promptly forward a copy of the legal complaint served upon the Town..

ARTICLE 11 - REGULATORY OVERSIGHT

SECTION 11.1 - REGULATORY AUTHORITY

(a) The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this License.

SECTION 11.2 - PERFORMANCE EVALUATION HEARINGS

(a) The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing no more than once per year. Nothing in this Section 11.2 shall limit any rights that the Issuing Authority may have to conduct additional hearings and/or the Licensee's attendance at such hearing. The Issuing Authority shall provide Licensee with the results of its performance evaluation in writing within sixty (60) days after the conclusion of such hearing.

SECTION 11.3 - NONDISCRIMINATION

(a) 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, sexual orientation, 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 nondiscrimination through the term of the License.

SECTION 11.4 - EMERGENCY REMOVAL OF PLANT

(a) 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.

SECTION 11.5 - REMOVAL AND RELOCATION

(a) 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.

SECTION 11.6 - JURISDICTION/VENUE .

(a) Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the 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 12 - ADMINISTRATION AND REGULATION

SECTION 12.1 - NOTICE AND OPPORTUNITY TO CURE

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 thirty (30) days from the receipt of such notice to:

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

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot in the reasonable opinion of the Issuing Authority be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at thirty (30) 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: (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; the Issuing Authority or its designee shall promptly schedule a 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, question witnesses, if any, and be heard at such public hearing.

(d) Within forty-five (45) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it, including, but not limited to:

- (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 10.2 herein;
- (iv) declare the License to be revoked subject to Section 12.2 below and applicable law;
- (v) invoke any other lawful remedy available to the Town.

(e) In the event that the Issuing Authority fails to issue a written determination within forty-five (45) days after the public hearing pursuant to Section 12.1(d) above, then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

SECTION 12.2 - REVOCATION OF THE LICENSE

(a) To the extent permitted by applicable law and subject to the provisions of Section 12.1 above, 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 12.3 - NON-EXCLUSIVITY OF REMEDY

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

SECTION 12.4 - NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this License.

(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 or of the Licensee under applicable law, subject in each case to the terms and conditions in this License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town or the Licensee at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town 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 Licensee.

ARTICLE 13 - REPORTS, AUDITS AND PERFORMANCE TESTS

SECTION 13.1 - GENERAL

- (a) Upon the written request of the Issuing Authority, the Licensee shall timely submit to the Town any information which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the 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. If it is agreed by the parties that such information is proprietary, then any obligation pursuant to Section 13. I(a) is not applicable. In the event of a disagreement the Licensee shall have all rights available under applicable law to challenge or appeal the determination of the Town to the appropriate appellate entities.

SECTION 13.2 - FINANCIAL REPORTS

(a) Upon written request by the Issuing Authority and in accordance with applicable law, after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with the Cable Division Form 200 showing a balance sheet sworn to by the Licensee's authorized financial representative. Said forms shall contain such financial information as required by State and/or federal law.

(b) The Licensee shall also provide any other reports required by State and/or federal law that are required to be provided to the Issuing Authority.

SECTION 13.3 - CABLE SYSTEM INFORMATION

(a) Upon written request by the Issuing Authority, the Licensee shall file annually with the Issuing Authority, a report of the number of Basic Service Subscribers.

SECTION 13.4 - IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 8.1 of this License, the Licensee shall provide, upon written request of the Issuing Authority, but not more than once annually, the Issuing Authority with a report of regional telephone traffic, generated from an in house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (i) confirmation that, 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 (which standard shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis); and (ii) confirmation that, under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time. .

SECTION 13.5- SUBSCRIBER COMPLAINT REPORTS

(a) In accordance with the regulations of the Cable Division of the Massachusetts Department of Telecommunications, the Licensee shall submit a completed copy of the Cable

Division of the Massachusetts Department of Telecommunications Form 500, a copy of which is attached hereto as Exhibit 13.5, to the Issuing Authority or its designee(s).

SECTION 13.6 - ANNUAL PERFORMANCE TESTS

(a) Upon the written request of the Issuing Authority, the Licensee shall make available to the Issuing Authority proof of performance test data, consistent with the FCC regulations set out in 47 C.F.R. §76.601 et seq.

SECTION 13.7 - QUALITY OF SERVICE

(a) 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), the Issuing Authority shall cite specific facts which cast such doubt(s), in a written notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

SECTION 13.8 - DUAL FILINGS

(a) If requested, in writing, the Licensee and the Issuing Authority shall provide to one another copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 12.1 supra.

SECTION 13.9 - INVESTIGATION

(a) Subject to applicable law and regulation, 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 – MISCELLANEOUS

SECTION 14.1 - SEVERABILITY

(a) If any section, subsection, sentence, clause, phrase, or other portion of this License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 14.2 - FORCE MAJEURE

(a) If for any reason of force majeure Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force

majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event beyond the reasonable control of the Licensee

SECTION 14.3 - ACTS OR OMISSIONS OF AFFILIATES

(a) During the term of the License, the Licensee shall be liable for the acts or omissions 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 14.4 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Issuing Authority may specify in writing to Licensee.

Town of Princeton
Attn: Board of Selectmen
6 Town Hall Drive
Princeton, MA, 01541.

with copies to:
Town of Princeton
Attn: Cable Advisory Committee
6 Town Hall Drive
Princeton, MA, 01541

Every notice served upon Licensee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as Licensee may specify in writing to the Issuing Authority, with copies to:

[TBD]

(b) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 14.5 - ENTIRE AGREEMENT

(a) This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.

SECTION 14.6 - CAPTIONS

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

SECTION 14.7 - WARRANTIES

Licensee warrants, represents and acknowledges that, as of the Effective Date of this License:

- (a) The Licensee is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;
- (b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this License, to enter into and legally bind Licensee to this License and to take all actions necessary to perform all of its obligations pursuant to this License;
- (c) This License is enforceable against Licensee in accordance with the provisions herein;
- (d) There is no action or proceedings pending or threatened against Licensee which would interfere with performance of this License; and
- (e) Pursuant to Section 625(f) of the Cable Act, the performance of all terms and conditions in this License is commercially practicable as of the Effective Date of this License.

SECTION 14.8 - NO RECOURSE AGAINST THE ISSUING AUTHORITY.

(a) Pursuant to Section 635A (a - d) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief.

SECTION 14.9 - TOWN'S RIGHT OF INTERVENTION

(a) The Town hereby reserves to itself, and the Licensee acknowledges, the Town's right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this License, or any provision in this License; provided, however, that this Section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

SECTION 14.10 - TERM

(a) 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.

SECTION 14.11 - APPLICABILITY OF LICENSE

(a) All of the provisions in this License shall apply to the Town, Licensee, and their respective successors and assigns.

ARTICLE 15 - EXHIBITS AND REFERENCES

Exhibit 1 - CABLE DROPS TO PUBLIC BUILDINGS WITH SERVICE AT NO CHARGE TO TOWN

Bagg Hall (Town Hall)
Town Hall Annex
Public Safety Building (Fire Headquarters & Police Station)
Princeton Public Library
Fire Station in East Princeton
Thomas Prince School
Princeton Center
Municipal Light Department
Both Highway Department buildings
Krashes Fieldhouse
Department of Conservation & Recreation (DCR) Former Superintendents Buildings,
subject to DCR approval
DCR Wachusett Mountain Visitors Center, subject to DCR approval

Exhibit 2 - PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming

Exhibit 3 - U.S.C. Section 76.309 / FCC Customer Service Obligations

§ 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) 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.

(ii) 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.

Exhibit 4 - CATV INITIAL LICENSING PROCESS TIME FRAMES WITH DATES¹

Activity	Time Frame	Latest Due Date	Earlier Due Date
Applications Due	Thursday, November 03, 2016		
IAR Report	within 90 days	2/1/2017	1/17/2017
		90 days	75 days
IA forward to cable companies who submitted application	within 7 days	2/8/2017	1/19/2017
		7 days	2 days
Amendments to applications deadline	usually 30 - 45 days, or longer	3/25/2017	2/21/2017
		45 days	33 days
IA must schedule public hearing, with 14 day notice	minimum 14 days	4/15/2017	3/14/2017
	allow 3 weeks for advertising	21 days	21 days
IA decide whether provisional/final license awarded and to whom	within 60 days of close of public hearing	6/14/2017	4/13/2017
		60 days	30 days
IA must provide detailed written explanation of the reasons for approval or denial of each application and sent to each applicant and DTC			
Provisional license executed	within 3 months of IA vote to award (90 days)	9/12/2017	6/12/2017
		90 days	60 days
Final License	Up to one year to complete and submit a Form 100 and demonstrate substantial compliance with MGL c. 166A, sec. 3, 4 & 5	9/12/2018	6/12/2017
		1 year	0 days

¹The above table identifies the best understanding of the Town, as it pertains to the Cable Licensing Process. In the event that either Charter or Comcast have any issues with the licensing process used by the Town as of their filing of responses to the IAR, Charter and Comcast are instructed to apprise the Town of same not less than fourteen (14) days prior to filing of responses to enable the Town and applicants to appropriately address same and to seek appropriate guidance if and as needed.