

RENEWAL

CABLE TELEVISION LICENSE GRANTED TO

COMCAST CABLE COMMUNICATIONS

MANAGEMENT, LLC

BY

THE TOWN OF MIDDLEBOROUGH,

MASSACHUSETTS

May 1, 2022 – April 30, 2032

Table of Contents

INTRODUCTION.....	6
ARTICLE 1 - DEFINITIONS.....	7
SECTION 1.1 - DEFINITIONS	7
ARTICLE 2 - GRANT OF LICENSE	16
SECTION 2.1 - GRANT OF LICENSE	16
SECTION 2.2 - TERM: NON-EXCLUSIVITY	16
SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS	17
SECTION 2.4 – RENEWAL	17
SECTION 2.5 - RESERVATION OF AUTHORITY	17
SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE	18
ARTICLE 3 - SYSTEM SPECIFICATIONS AND CONSTRUCTION	20
SECTION 3.1 - AREA TO BE SERVED	20
SECTION 3.2 – SUBSCRIBER NETWORK	21
SECTION 3.3 - INSTITUTIONAL FIBER NETWORK (IFNET/PEG ACCESS FIBER NETWORK)	22
SECTION 3.4 – DROPS TO PUBLIC BUILDINGS AND SCHOOLS	25
SECTION 3.5. - PARENTAL CONTROL CAPABILITY	26
SECTION 3.6 - EMERGENCY ALERT OVERRIDE CAPACITY.....	26
ARTICLE 4 - TECHNOLOGICAL AND SAFETY STANDARDS.....	27
SECTION 4.1 - SYSTEM MAINTENANCE	27
SECTION 4.2 - REPAIRS AND RESTORATION	28
SECTION 4.3 - CABLE LOCATION	29

SECTION 4.4 - PLANT MAPS	30
SECTION 4.5 - DIG SAFE	30
SECTION 4.6 – BUILDING MOVES	30
SECTION 4.7 - DISCONNECTION AND RELOCATION	30
SECTION 4.8 - EMERGENCY REMOVAL OF PLANT	31
SECTION 4.9 – PROHIBITION AGAINST RESELLING OF SERVICE.....	32
SECTION 4.10 - PROPRIETARY INFORMATION	32
ARTICLE 5 - PROGRAMMING.....	33
SECTION 5.1 - BASIC CABLE SERVICE	33
SECTION 5.2 - PROGRAMMING	33
SECTION 5.3 – REMOTE CONTROLS	33
SECTION 5.4 – STEREO TRANSMISSION	33
SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE	34
ARTICLE 6 – PEG ACCESS CHANNELS AND SUPPORT.....	35
SECTION 6.1 - PEG ACCESS CHANNELS.....	35
SECTION 6.2 - PEG ACCESS PROVIDER	36
SECTION 6.3 - PEG ACCESS CABLECASTING	37
SECTION 6.4 – PEG ACCESS ANNUAL SUPPORT	39
SECTION 6.5 – PEG ACCESS CAPITAL SUPPORT	40
SECTION 6.6 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION.....	42
SECTION 6.7 – INTERCONNECTION WITH COMPETING CABLE LICENSE	42
SECTION 6.8 – PEG ACCESS PROGRAMMING INDEMNIFICATION	43
ARTICLE 7 - CUSTOMER SERVICE AND CONSUMER PROTECTION	44
SECTION 7.1 - CUSTOMER SERVICE	44
SECTION 7.2 – TELEPHONE ACCESS	44
SECTION 7.3 – CUSTOMER SERVICE CALL CENTER & SERVICE CENTER.....	44
SECTION 7.4 – INSTALLATION VISITS, SERVICE CALLS & REPSONSE TIME	45

SECTION 7.5 - BUSINESS PRACTICE STANDARDS	45
SECTION 7.6 – CONSUMER COMPLAINT PROCEDURES	46
SECTION 7.7 – PROTECTION OF SUBSCRIBER PRIVACY	48
SECTION 7.8 – PRIVACY WRITTEN NOTICE	48
SECTION 7.9 - DISTRIBUTION OF SUBSCRIBERS INFORMATION	48
SECTION 7.10 – INFORMATION WITH RESPECT TO VIEWING HABITS & SUBSCRIPTION DECISIONS	49
SECTION 7.11 – SUBSCRIBER RIGHT TO INSPECT & VERIFY INFORMATION	49
SECTION 7.12 – RESPECT FOR PRIVATE PROPERTY	50
SECTION 7.13 – EMPLOYEE IDENTIFICATION CARDS	50
SECTION 7.14– SERVICE INTERRUPTIONS	50
ARTICLE 8 – PRICES, RATES AND CHARGES.....	51
SECTION 8.1 – PRICES, RATES AND CHARGES	51
SECTION 8.2 – NOTIFICATION OF RATES AND CHANGES.....	51
ARTICLE 9 - REGULATORY OVERSIGHT	53
SECTION 9.1 - INDEMNIFICATION.....	53
SECTION 9.2 - INSURANCE	54
SECTION 9.3 - PERFORMANCE BOND	55
SECTION 9.4 - LICENSE & FRANCHISE FEES	56
SECTION 9.5 - LATE PAYMENT.....	57
SECTION 9.6 - RECOMPUTATION.....	57
SECTION 9.7 - REPORTS	58
SECTION 9.8 – GENERAL	59
SECTION 9.9 – PERFORMANCE EVALUATION HEARINGS	60
SECTION 9.10 – EQUAL EMPLOYMENT OPPORTUNITY.....	61
SECTION 9.11 – DETERMINATION OF BREACH	61

SECTION 9.12 – REVOCATION OF THE RENEWAL LICENSE.....	63
SECTION 9.13 – LIQUIDATED DAMAGES	63
SECTION 9.14 – TRANSFER OR ASSIGNMENT OF RENEWAL	64
SECTION 9.15 – EFFECT OF UNAUTHORIZED TRANSFER ACTION.....	65
SECTION 9.16 – INCORPORATION BY REFERENCE	66
SECTION 9.17 - NO THIRD PARTY BENEFICIARIES	67
ARTICLE 10 - MISCELLANEOUS.....	67
SECTION 10.1 - SEVERABILITY	67
SECTION 10.2 - FORCE MAJEURE	67
SECTION 10.3 - NOTICES	68
SECTION 10.4 – ENTIRE AGREEMENT	69
SECTION 10.5 – JURISDICTION AND VENUE.....	70
SECTION 10.6 – NO RECOURSE AGAINST THE ISSUING AUTHORITY.....	70
SECTION 10.7 - CAPTIONS.....	70
SECTION 10.8 - WARRANTIES.....	70
SECTION 10.9 - APPLICABILITY OF RENEWAL LICENSE	71
EXHIBIT A – PUBLIC BUILDINGS ON THE CABLE SYSTEM	73
EXHIBIT B - PROGRAMMING	74
EXHIBIT C – VIDEO ORINATION LOCATIONS ON THE TOWN-OWNED.....	75
EXHIBIT D – FCC CUSTOMER SERVICE OBLIGATIONS	76
EXHIBIT E – FCC TECHNICAL STANDARDS	79
EXHIBIT F - IFNET/PEG ACCESS FIBER NETWORK SYSTEM	87

MIDDLEBOROUGH, MA

RENEWAL LICENSE

WHEREAS, Comcast Cable Communications Management, LLC, (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Middleborough, Massachusetts (hereinafter the "Town"), said license having commenced on November 30, 2009;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated March 13, 2017 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated July 31, 2019;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, finds that Licensee has complied with the terms of its previous license.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 – DEFINITIONS

For the purpose of this Cable Television Renewal License, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”), and Massachusetts General Laws Chapter 166A (MGL c.166A), as amended from time to time, unless otherwise defined herein.

- a) Access – The right or ability of any Middleborough resident and/or any Persons affiliated with a Middleborough institution to use designated Public, Education and Government (“PEG”) facilities, equipment and/or PEG Access channels of the Cable Television System, subject to the conditions and procedures established for such use.
- b) Access Channel – A video channel which the Licensee shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, education, institutional and similar organizations.
- c) Access Provider – shall mean the person, group, entity or non-profit entity, designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment, facilities and channels for the production and broadcast of PEG Access programming on the Cable Television System in accordance with this Renewal License and 47 USC. 531.

- d) Affiliate or Affiliated Person – When used in relation to any Person, shall mean another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.
- e) 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 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.
- h) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Middleborough, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, 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; or (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.

- i) Department, Cable Division or DTC- shall mean the Massachusetts Department of Telecommunications and Cable established by Chapter 25C, Section 7 of the Massachusetts General Laws (“M.G.L.”) and Chapter 19 of the Acts of 2007 or its successor.
- j) Downstream Channel – A channel over which signals travel from the Cable System Headend or hub-site to an authorized recipient of Programming.
- k) Drop – shall mean the cable that connects a home or building to the Subscriber Network or Video Return Line.
- l) Educational Access Channel – A channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Provider(s) to present non-commercial educational programming and information to the public.
- m) Effective Date – shall mean May 1, 2022.
- n) FCC – shall mean the Federal Communications Commission or successor governmental entity.
- o) Franchise Fee – shall mean the payments to be made by Licensee to the Issuing Authority, of the Town of Middleborough 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.

- p) Government Access Channel – A channel on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Provider(s) for the presentation of government-related and other non-commercial programming and/or information to the public.
- q) Gross Annual Revenues – All Revenues received by the Licensee and/or its Affiliates, calculated in accordance with Generally Accepted Accounting Principles (“GAAP”), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service Revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees (“fee-on-fee”); all commercial Subscriber revenues on a pro-rata basis; all Pay Cable, Premium Services and Pay-Per-View revenues; any other services now or in the future deemed to be lawful for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; video-on-demand Cable Services; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; leased access revenues; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro rata portion of the advertising revenues paid to the Cable System by an Affiliate

or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is received directly or indirectly for or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of License 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. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Person s relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage.

- r) Headend – shall mean the electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming signals for distribution over the Cable System.
- s) Hub or hub site – A sub-Headend, located within a Cable Television System, used either for the purpose of (i) Signal processing or switching, or (ii) placement of a fiber Core switching equipment.
- t) Institutional Network or IFNET/PEG ACCESS FIBER NETWORK – The separate fiber-optic network owned by the Town of Middleborough, connecting municipal buildings, for the exclusive use of the Town, its departments and/or designees.

- u) Issuing Authority – shall mean the Board of Selectmen of the Town of Middleborough, Massachusetts, or the lawful designee thereof.
- v) License – shall mean this Agreement and any amendments or modifications in accordance with the terms herein.
- w) Licensee – shall mean Comcast Cable Communications Management, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal License.
- x) License Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Middleborough and or any other governmental subdivision, which shall have the meaning as set forth in MGL c. 166A, § 9.
- y) MCCAM – Middleborough Community Cable Access Media is the municipal department that controls the (3) PEG Access Channels and reports annually to the Issuing Authority. MCCAM is overseen by the Permanent Cable Committee, said committee controls all financial disbursements from the PEG Access and Cable Related Fund to run MCCAM and all the PEG Access Channels.
- z) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.
- aa) Outlet– shall mean an interior receptacle that connects a television set to the Cable Television System.
- bb) PEG Access – Public, Education and Government Access Channels

- cc) PEG Access Channel – A video Channel, which Licensee owns and shall make available to the Town or its designee(s) without charge or including as “in-kind” fees for non-commercial public, educational or governmental use for the transmission of Video Programming as directed by the Issuing Authority and/or its designee(s), in accordance with 47 U.S.C. 531 and this Renewal License.
- dd) PEG Access User – shall mean a Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of PEG Access Programming as opposed to utilization solely as a Subscriber.
- ee) Prime Rate – shall mean the prime rate of interest as reported by the Federal Reserve or its successor, however, if a prime rate is reported by the Federal Reserve Bank of Boston it shall be the “Prime Rate” for purposes of this Renewal License.
- ff) Public, Education & Government (PEG) Access Programming – shall mean non-commercial programming produced by any Middleborough resident or non-profit organization, any school or government entity located in Middleborough who use the Cable Access facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.
- gg) 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.
- hh) Public Buildings – shall mean those buildings owned or leased by the Issuing Authority for municipal government administrative 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.

- ii) Public Way or Public Rights-of-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, 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 Middleborough which shall entitle Licensee 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 Middleborough 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 a “Public Way or Public Rights of Way” 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.
- jj) Renewal License – shall mean this Agreement and any amendments or modifications in accordance with the terms herein.

- kk) Service Date– The date that the Licensee first provides Cable Service on a commercial basis directly to multiple Subscribers in the Town. The Licensee shall memorialize the Service Date by notifying the Issuing Authority in writing of the same, and the date set forth in such notice shall become part of this License.
- ll) Signal – shall mean any transmission which carries Programming from one location to another.
- mm) Standard Definition (“SD”) PEG Access Channel – shall mean PEG Access Channel in the standard definition display format for digital television transmission
- nn) Standard Installation – shall mean the installation which can be completed using a drop of up to two hundred fifty feet (250’) aerial or underground connection to the Trunk and Distribution System.
- oo) State – The Commonwealth of Massachusetts
- pp) Subscriber – shall mean a Person or user of the Cable System who lawfully receives Cable Service with Licensee’s express permission.
- qq) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.
- rr) Town – shall mean the Town of Middleborough, Massachusetts.
- ss) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber’s residences.
- tt) Upstream Channel – A channel over which Signals travel from an authorized location to the video Cable System Headend or HUB
- uu) Video Programming or Programming – the programming provided by, or generally considered comparable to programming provided by, a TV broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 – GRANT OF RENEWAL LICENSE

- a) Pursuant to the authority of M.G.L.c. 166A, and the Cable Act, the Issuing Authority hereby grants a non-exclusive Renewal License Comcast Cable Communications Management LLC, authorizing and permitting Licensee to construct, operate and maintain a Cable System in the Public Way within the municipal limits of the Town of Middleborough. Nothing in this License shall be construed to prohibit Licensee from offering any service over its Cable System that is not prohibited by federal or state law.
- b) This Renewal License is granted under and in compliance with the Cable Act and M.G.L.c. 166A, and in compliance with applicable rules and regulations of the FCC and the DTC 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 System within the Public Way. No privilege or power of eminent domain is bestowed by this grant, nor is such a privilege or power bestowed by this Renewal License.
- d) In any conflict between this Renewal and any previous License, the terms of this Renewal License will prevail.

SECTION 2.2 - TERM

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on May 1, 2022 and shall expire at midnight on April 30, 2032

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to MGL c. 166 §§ 22-25, permission is hereby granted to Licensee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable System to the existing poles and conduits on and under public streets and ways, provided Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License, the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

SECTION 2.4 – RENEWAL {SEE M.G.L.c. 166A §13}

- a) In accordance with the provisions of federal law, MGL 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 modified or additional terms as Licensee and the Issuing Authority may then agree.

SECTION 2.5 - RESERVATION OF AUTHORITY

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general bylaws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable state and Town laws, by-laws of general applicability, and not specific to this Renewal License, the Cable System or the Licensee, rules and regulations governing construction within a Public Way and shall

apply all of such standards to construction within a private way in the Town. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 2.6 - NON-EXCLUSIVITY OF RENEWAL LICENSE

- a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Middleborough; or the right of the Issuing Authority to permit the use of the Public 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) 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 Renewal 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 Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.
 - (i) 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 Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

- c) The issuance of additional license(s) shall be subject to all applicable federal and state laws, including MGL c. 166A and applicable regulations promulgated thereunder.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 – AREA TO BE SERVED

- a) Licensee shall make Cable Service available to residential dwelling units within the Town of Middleborough where the minimum density is at least ten (10) dwelling units per aerial mile and fifteen (15) dwelling units per underground mile providing however, any plant extension is measured from the existing Trunk and Distribution System and Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with the Cable Act. Licensee shall make service available to multiple dwelling units (MDU) where economically feasible and providing that the Licensee is able to obtain from the property owners any necessary easements, permits and agreements to provide service to said MDU. Licensee shall offer Cable Service to all new homes or previously unserved homes located within two hundred fifty feet (250') of Licensee's Distribution Cable. For non-standard installations Licensee shall offer said service within ninety (90) days of a Subscriber requesting such for an aerial installation and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of Town which are currently served by Licensee from a contiguous cable television system or currently unserved but could be served by abutting town(s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting towns.
- b) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial two hundred fifty (250') feet of the Trunk and Distribution Cable shall be entitled

to a Standard Installation in accordance with applicable federal and state laws.

Underground installations are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.

- c) 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, Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Middleborough Planning Board and developers give timely written notice of trenching and underground construction to Licensee. Developer shall be responsible for the digging and back-filling of all trenches.

SECTION 3.2 – SUBSCRIBER NETWORK

Licensee shall continue to own, operate and maintain the Cable Television System, to a minimum bandwidth of 750MHz and carrying video channels in the downstream direction to Middleborough Subscribers.

SECTION 3.3 – INSTITUTIONAL FIBER NETWORK (IFNET/PEG ACCESS FIBER NETWORK)

- a) The Town shall hold all rights and title in the Institutional Fiber Network (IFNET) with the Town having the exclusive right to use the Town-owned IFNET without charge(s) for said use, throughout the term of this Renewal License, or subsequent renewals, if any, provided that the Town may not lease out any portion of the IFNet to any third party or allow the IFNet to be used by a third party for commercial purposes. The Town ownership rights allow exclusive use, but not physical control of the underlying IFNet distribution system. Town-owned Fiber extensions installed by the Town separate from the Licensee's IFNet distribution system are the property of the Town of Middleborough and the Town has full use and physical control of said Town-owned fiber extensions.
- b) The Licensee shall continue to provide standard maintenance of the IFNET in the Town for the Town's use for the entire term of this Renewal License. Standard maintenance is defined to include only the fiber cable distribution plant and supporting transport electronics. This includes repair or replacement to fiber cable and network transport electronics that are defective or failures due to normal wear and tear only. The Licensee shall notify the Issuing Authority and/or its designee of all incidents of repair beyond that described as standard maintenance prior to making the repair with the exception of emergency required repairs. The town shall be billed and responsible for repairs to only town-owned fiber cable and supporting transport electronics should there be an incident beyond standard maintenance.

- c) The IFNet shall be capable of transmitting any and all Signals that are being transmitted by the Town and the Access Provider as of the Effective Date of this Renewal License, from and among those buildings with an activated IFNet Drop listed in Exhibit C (IFNet Buildings), attached hereto and made a part hereof.
- d) The Licensee shall maintain the existing active IFNet Drop(s), without charge to the Town and/or any designated institutions, to each of the IFNet Buildings identified in Exhibit C
- e) The Town or its designee shall notify the Licensee and make arrangements with the Licensee to be present for any connection of new fiber to the existing Town-owned IFNet fiber (existing IFNET map in Exhibit F).
- f) The Town and its designated IFNet users shall be solely responsible for any and all user terminal interface equipment including, but not limited to, modulators, demodulators, encoders, decoders and associated computers and video production equipment located up to the demarcation point. The demarcation point between Licensee and Town Access provider for PEG Access programming is the output of the Town Access PEG provider equipment into the Licensee owned transportation device in the hub-site (equipment used to send the PEG Access Programming to the headend for distribution on the Licensee's cable system). Licensee shall replace channel transportation devices from current modulator/demodulator equipment to new standard-definition serial digital interface ("SD-SDI") equipment for each Standard Definition PEG Access Channel within 15-months of signing this agreement.
- g) The Licensee shall be responsible for maintaining any Licensee-owned headend and hub-site equipment necessary to make the IFNet function, including responsibility for maintaining the underlying IFNet or distribution cables, wires and switching equipment

located at its headend and at any additional hub site; provided, however, that the Town shall be responsible for any Town-owned equipment. The Licensee shall continue to be responsible for equipment to enable the IFNet to interact with the Licensee's Subscriber Network in order for PEG transmissions over the IFNet may be transmitted upstream to the Licensee-owned headend via an IFNet channel and then downstream on a Licensee-owned PEG Access Channel.

- h) The Town-owned IFNet shall be maintained in compliance with applicable FCC Rules. In the event that there are technical problems with the IFNet, excluding (1) any devices, hardware or software not under the control or ownership of the Licensee and/or (2) equipment installed by the Town or other user, the Licensee shall use best efforts to resolve the technical problem within 7 business days. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem, including the possibility of a performance test of the IFNet, if appropriate. In the event that the problem is caused by equipment not under control or ownership of the Licensee, the Licensee reserves the right to charge the Town for any technical assistance requested by the Town whether or not the Licensee is actually able to resolve the problem.
- i) Licensee reserves the right to pass annual maintenance costs of the Town-owned IFNet through to its subscribers pursuant to applicable law.
- j) In the event a License is issued by the Issuing Authority to a competing Licensee, the competing Licensee may not connect its system to Licensee's current system for purposes of obtaining PEG Access Programming from the Licensee's PEG Access channels without the prior written consent of Licensee.

SECTION 3.4 - DROPS TO PUBLIC BUILDINGS AND SCHOOLS

- a) Licensee shall continue to maintain the existing Drop and Outlet at no charge to the Town, to each Public Building, public school, police and fire stations, public libraries and other Public Buildings as listed in Exhibit A attached hereto.
- b) Upon written request by the Issuing Authority or their designee, Licensee shall provide one (1) Drop and Outlet, at no charge to any new Public Buildings and other Town owned Public Buildings. 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.
- c) All internal wiring, other than required to install the Drop and Outlet required by this Section 3.4 shall be owned and maintained by the Issuing Authority or its designee, and the Licensee shall not own or be responsible for such internal wiring.
- d) 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 A, 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, except that after the reconstruction, expansion or replacement of a Public Building, the Licensee shall install a Drop and Outlet as referenced in subsection (a) above to the reconstructed, expanded or new Public Building.

SECTION 3.5 – PARENTAL CONTROL CAPABILITY

Pursuant to applicable law, upon request,

- a) Licensee shall provide Subscribers with the capability to control the reception of any channel on 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 the use of said box.

SECTION 3.6 – EMERGENCY ALERT OVERRIDE CAPACITY

Licensee shall comply with the FCC’s Emergency Alert System (“EAS”) regulations.

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 Renewal License is granted shall be done in conformance with all applicable state and federal laws, bylaws/ordinances, codes and regulations of general applicability, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC 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.

- e) The signal of any Broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.
- f) Upon written notice from the Issuing Authority, Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Issuing Authority when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION

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 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 shall submit a written estimate to Licensee of the actual cost of said repair or restoration.

SECTION 4.3 - CABLE LOCATION

- a) In all areas of the Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Licensee shall install its Cable System underground provided that such facilities are actually capable of receiving the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality.
- b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the License such public utility lines are required by generally applicable local ordinance or State law to be relocated aerially or underground, Licensee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs incurred by Licensee for relocating utility poles or trenching for the placement of underground conduits shall be entitled to reimbursement of such relocation costs in the event public or private funds are raised for the project and made available to other users of the Public Way.
- c) Nothing in this Section shall be construed to require 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 PLANT MAPS

Upon written request the Licensee shall file with the Issuing Authority plant maps of the Cable System plant installed. Upon written request said plant maps shall also be provided in electronic format if they exist in said 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 4.5 - DIG SAFE

Licensee shall comply with all applicable “dig safe” provisions pursuant to MGL c. 82, § 40.

SECTION 4.6 – BUILDING MOVES

- a) In accordance with applicable law, Licensee shall, at its sole cost and 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’ advanced 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 – 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 lawful governmental capacity.

- b) In requiring Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat the Licensee the same as, and require no more of Licensee, than any other similarly situated utility.
- c) Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.8 - 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 Issuing Authority 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, provided however that, wherever possible, the Issuing Authority shall provide Licensee written notice and the ability to relocate wires, cable or other equipment.
- b) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.9 – PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of Licensee, any Cable Service, program or signal transmitted over the Cable System by Licensee.

SECTION 4.10 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this License, Licensee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Issuing Authority agrees to treat any information disclosed by Licensee as confidential and only to disclose it to those employees, representatives, and agents of the Issuing Authority that have a need to know in order to enforce this License and who shall agree to maintain the confidentiality of all such information. Licensee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by Licensee to be competitively sensitive. In the event that the Issuing Authority receives a request under a state “sunshine,” public records or similar law for the disclosure of information Licensee has designated as confidential, trade secret or proprietary, the Issuing Authority shall notify Licensee of such request and, to the extent permitted by law, cooperate with Licensee in opposing such request.

**ARTICLE 5
PROGRAMMING**

SECTION 5.1 - BASIC CABLE SERVICE

Licensee shall make available a Basic Cable Service tier to all subscribers in Middleborough in accordance with 47 U.S.C. 534.

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 B**. Pursuant to federal law, all Video Programming decisions are at the sole discretion of Licensee.
- b) Licensee shall comply with 47 CFR 76.1603(c) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts DTC Rules and Regulations regarding notice of programming changes.

SECTION 5.3 – REMOTE CONTROLS

Licensee shall allow Subscribers to utilize and/or purchase remote control devices which are compatible with the device 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 the remote control devices acquired by Subscribers inoperable.

SECTION 5.4 – STEREO TV TRANSMISSION

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

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.

ARTICLE 6

PEG ACCESS CHANNELS AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNELS

- a) In order to ensure universal availability of PEG Access Programming to all subscribers, Licensee shall provide channel capacity for three (3) Downstream Channels for Public Access, Educational Access and Government Access (Collectively, “PEG Channels”) in the Licensee’s Basic Service tier to be operated by the Issuing Authority designee, Middleborough Community Cable Access Media (MCCAM), in accordance with federal law, 47 U.S.C. 531. All PEG Access Channels shall be available on the tier of service to which all Subscribers must subscribe or if there is no such tier the PEG Access Channels will be provided to every Subscriber in the Town without charge beyond the charge the Subscriber pays for the cable services and equipment the Subscriber receives. 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, indecency, or nudity pursuant to Section 611 of the Cable Act.
- b) The Issuing Authority and/or its designee shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel and PEG Access operations in accordance with applicable law and shall ensure that PEG Access Channel(s) and PEG Access equipment will be available on a first- come non-discriminatory basis.

- c) Licensee shall continue to make available three (3) channels for Public, Education and Government Access Programming in Standard Definition format to be used for PEG Access programming by the Issuing Authority and/or its PEG Access Designee(s).
- d) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Town, the Public Schools, the PEG Access Designee, any organizations serving the Town and/or PEG Access Users.
- e) The Licensee shall monitor the PEG Access Channels for technical quality consistent with the FCC Technical Standards and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. However, the Licensee is not responsible for the production quality of PEG Access Programming productions.
- f) In the event that the Issuing Authority, its designee(s) or other PEG Access User elects not to program a PEG Access channel for a period of one hundred twenty (120) days or more, the Licensee may thereafter use such channel capacity that is not being used for PEG Access purposes, subject to the right of the Issuing Authority to reclaim said channel capacity for its PEG Access use or the PEG Access use of its designee(s) or other Access Users.
- g) There shall be no charges by the Licensee to the Town, the Issuing Authority or their designee, the Access Provider or the Access Users for the PEG Access channels.

SECTION 6.2 – PEG ACCESS PROVIDER

- a) The PEG Access provider designee of the Issuing Authority, MCCAM, located at 1 South Main Street, shall be responsible for managing and operating the three (3) PEG

Access Channels as well as programming the Public and Government Access Channels.

Middleborough Public High School, 71 East Grove Street, shall be responsible for programming the Education Access Channel.

- b) The Access Provider shall provide services to PEG Access Users and the Town as follows:
- i) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below.
 - ii) Manage the annual funding, pursuant to Section 6.4 Below;
 - iii) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.4 & 6.5 below;
 - iv) Conduct training programs to learn the skills necessary to produce PEG Access Programming;
 - v) Provide technical assistance to PEG Access Users;
 - vi) Provide publicity, outreach, referral and other support services to PEG Access Users;
 - vii) Assist PEG Access Users in the production of Public Access Programming of interest to Subscribers and issues, events and activities; and
 - viii) Accomplish such other tasks relating to the operation, scheduling and/or management of PEG Access Channels, facilities and equipment as appropriate and necessary.

SECTION 6.3 - PEG ACCESS CABLECASTING

- a) In order that PEG Access Programming can be cablecast over Licensee's downstream PEG Access Channel, all PEG Access Programming shall be encoded using serial digital

interface technology, then transmitted from an origination location on the Town-owned Institutional Fiber Network (“IFNet”) to Licensee-owned headend or hub-site on an upstream channel or the IFNet. At the Licensee-owned headend, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Licensee-owned Subscriber Network downstream PEG Access Channels.

- b) Licensee shall provide, own and maintain, at no cost to the Town, all necessary switching and/or processing equipment located at the hub-site and headend in order to switch upstream Signals carrying PEG Access Programming. Licensee shall replace channel transportation devices from current modulator/demodulator equipment to new standard-definition serial digital interface (“SD-SDI”) equipment for each Standard Definition PEG Access Channel within fifteen (15) months of signing this agreement. The Town and/or PEG Access designee shall own, maintain, repair and/or replace studio and/or portable digital transportation equipment used at municipal buildings along the Town-owned IFNET.
- c) The demarcation point between Licensee’s equipment and the Town’s and/or PEG Access provider’s equipment shall be, with respect to the PEG access channels, the input of the Licensee-owned transportation equipment. Said equipment to be installed in the new hub-site located at the Middleborough Town Hall Annex/MCCAM studio, 1 South Main Street within fifteen (15) months of signing this agreement.

There shall be no charges by the Licensee to the Town, the Issuing Authority, the designee of the Issuing Authority, PEG Access provider or Access Users for the Access Channels, PEG Access origination, video return or cablecasting as required or provided pursuant to this Article 6.

SECTION 6.4 – PEG ACCESS ANNUAL SUPPORT

a) Licensee shall provide a Franchise Fee to the Issuing Authority to the Town of Middleborough PEG Access and Cable Related Fund that was established under MA General Laws Chapter 44 Section 53 F 3/4, for PEG Access purposes, equal to five percent (5%) of its Gross Annual Revenues as defined herein. Said Franchise Fee shall be used for salaries, operating expenses, equipment and/or facilities as it relates to PEG Access programming and also legal fees as it relates to the cable franchise agreement. Said five percent (5%) Franchise Fee shall be made to the Issuing Authority on a quarterly basis into the PEG Access and Cable Related Fund and not into the General Fund. The first such 5% quarterly payment pursuant to this Renewal License shall be made by the Licensee to the Issuing Authority on or before August 15, 2022 for the period from the Effective Date through June 30, 2022, based on the Gross Annual Revenues for said period of time. Quarterly payments shall be made thereafter based on the Gross Annual Revenues for the prior three (3) month period as follows:

<u>Quarter</u>	<u>Due Date</u>
January 1 – March 31	May 15
April 1 – June 30	August 15
July 1 – September 30	November 15
October 1 – December 31	February 15

The final payment will be made no later than August 15, 2032 for the period of April 1, 2032-April 30, 2032.

- b) The Licensee shall file with each of the payments pursuant to this Section 6.4, a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the Gross Annual Revenue as defined in Section 1.1, for each three (3) months reporting period to the Issuing Authority and the Permanent Cable Committee. Said statement shall list general categories comprising Gross Annual Revenues as defined in Section 1.1.
- c) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such require payments shall accrue and be paid to the Issuing Authority into the PEG Access and Cable Related fund, not the general fund, from the date due at the rate of two percent (2%) above the Prime Rate.

SECTION 6.5 – PEG ACCESS CAPITAL SUPPORT

- a) Licensee shall provide capital funding to the Issuing Authority in the amount of Four Hundred Thousand Dollars (\$400,000) to be used for the purchase of PEG Access equipment, Access Provider facilities and IFNET equipment as it relates to PEG Access Programming. Said payments shall be paid by Licensee to the Issuing Authority into the PEG Access and Cable Related Fund and not into the General Fund as follows:

July 1, 2022	\$40,000
July 1, 2023	\$40,000

July 1, 2024	\$40,000
July 1, 2025	\$40,000
July 1, 2026	\$40,000
July 1, 2027	\$40,000
July 1, 2028	\$40,000
July 1, 2029	\$40,000
July 1, 2030	\$40,000
July 1, 2031	\$40,000

- b) The Town and/or its PEG Access Designee shall own all PEG Access facilities and equipment purchased with the PEG Access Capital Funding provided pursuant to this Section 6.5. The Licensee shall have no obligation for maintenance, repair or replacement of such PEG Access facilities and equipment.
- c) The PEG Access Capital Funding provided herein by the Licensee shall not be counted toward: (i) the PEG Access Annual License Fee provided by the Licensee pursuant to Section 6.4 above; or (ii) the License Fee payment payable pursuant to Section 9.4 below; and/or (iii) any other fees or payments required by applicable laws.
- d) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such require payments shall accrue and be paid to the Issuing Authority into the PEG Access and Cable Related fund, not the general fund, from the date due at the rate of two percent (2%) above the Prime Rate. Any such late payments to the Issuing Authority pursuant to this Section 6.5 shall not be deemed to be part of the funding to be paid to the Issuing Authority pursuant to Section 9.4 and shall be within the exclusion to the term “franchise fee” for requirements

incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

SECTION 6.6 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

- a) The Issuing Authority agrees that it will not use its designated PEG Access channel(s), equipment, or other facilities to provide for-profit or commercial services which have the effect of competing with Licensee's business. In addition, any Video Programming produced under the provisions of this Article 6 shall not be commercially distributed for a fee to a competing Multichannel Video Programming Distributor without the written consent of Licensee.
- b) Nothing in this Section 6.5 shall prohibit the Issuing Authority or its designee from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements displayed by the Public Broadcasting System), to the extent not otherwise prohibited by applicable law or regulation.

SECTION 6.7 – INTERCONNECTION WITH COMPETING CABLE LICENSEE

In the event a License is issued by the Issuing Authority to a competing Licensee, the competing Licensee may not connect its system to Licensee's current system for purposes of obtaining PEG Access Programming from the Licensee's PEG Access channels without the prior written consent of Licensee.

SECTION 6.8 - PEG ACCESS PROGRAMMING INDEMNIFICATION

The Issuing Authority and/or the Access Provider shall indemnify the Licensee for any liability, loss or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming aired on any PEG channel and from claims arising out of the Issuing Authority's rules for or administration of PEG Access Programming.

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time, which standards are attached hereto, and made a part herof, as Exhibit D. Likewise, Licensee shall comply with the customer service regulations promulgated by the Department at 207 CMR See 10.02 et seq., as they exist or as they may be amended from time to time.

SECTION 7.2 – TELEPHONE ACCESS

- a) Licensee shall comply with the FCC’s Customer Service Obligations at 47 CFR §76.309, attached hereto as **Exhibit D**, during Normal Business Hours, as defined therein.
- b) The Licensee’s customer service call center shall have a publicly listed local or toll-free telephone number for Middleborough Subscribers.

SECTION 7.3 – CUSTOMER SERVICE CALL CENTER & SERVICE CENTER

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

SECTION 7.4 – INSTALLATION VISITS – SERVICE CALLS – RESPONSE TIME

- a) Pursuant to applicable law, 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 narrow interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to the Subscriber (including times other than 9:00am to 5:00pm weekdays).
- b) A Subscriber complaint or request for service received after Normal Business Hours shall be responded to the next business day.
- c) The Licensee shall ensure that there are stand-by technician(s) 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 situation (ii) an unusual number of calls, and/or (iii) a number of similar complaint calls or a number of calls coming from the same area.
- d) The Licensee shall remove all Subscriber Drop Cables within twenty-one (21) days of receiving a request from a Subscriber to do so.

SECTION 7.5 – 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., incorporated herein and made part hereof, as the same may exist or be amended from time to time:

- (i) Billing Practices Notice;
- (ii) Services, Rates and Charges Notice;
- (iii) Form of Bill;
- (iv) Advance Billing and 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 7.6 - CONSUMER COMPLAINT PROCEDURES [SEE M.G.L.c. 166A §10]

Complaints by any Person as to the operation of the Cable System may be filed electronically or in writing with the Department or with the Issuing Authority, each of which shall within ten (10) days forward copies of such complaints to the other. The Issuing Authority and the Department shall be notified by Licensee on forms to be prescribed by the Department not less than annually, of the complaints of subscribers received during the reporting period and the manner in which they have been met, including the time required to make any necessary repairs or adjustments.

- a) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complains regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, as follows:
 - i) Upon the written request of the Issuing Authority or its designee(s) 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 Renewal License and the implementation of complain 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 a representative of the Licensee, within\ thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter.
- b) 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.
- c) Notwithstanding the foregoing and subject to applicable laws, the Issuing Authority shall be notified by the Licensee on forms to be prescribed by the Cable Division not less than annually, of the complaints of Subscribers received during the reporting period and the manner in which they have been met, Including the time required to make any necessary repairs or adjustments.

SECTION 7.7 - PROTECTION OF SUBSCRIBER PRIVACY

- a) The Licensee and the Town shall comply at all times as applicable with Section 631 of the Cable Act (47 USC 551) “Protection of Subscriber Policy”, as may be amended.
- b) The Licensee shall comply with all privacy provisions contained in this Article 7 and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act.

SECTION 7.8 – PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any Cable Service to a Subscriber, and annual thereafter to all Cable Systems 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 7.9 – DISTRIBUTION OF SUBSCRIBER INFORMATION

- a) In accordance with applicable law, the Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.
- b) The Licensee may disclose such information if the disclosure is:
 - (i) necessary to render, or conduct a legitimate business activity related to, a Cable Service provided by the Licensee to the Subscriber;

- (ii) made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed; and/or
- (iii) a disclosure of the names and addresses of Subscribers to any Cable Service, if (a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, the (i) extent of any viewing or other use by the Subscriber of a Cable Service provided by the License, or (ii) the nature of the transaction made by the Subscriber over the Cable System.

SECTION 7.10 – INFORMATION WITH RESPECT TO VIEWING HABITS & SUBSCRIPTION DECISIONS

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

SECTION 7.11 – 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 7.12 – RESPECT FOR PRIVATE PROPERTY

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.

SECTION 7.13 - EMPLOYEE IDENTIFICATION CARDS

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

SECTION 7.14 – SERVICE INTERRUPTIONS

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 pro rata credit or rebate.

ARTICLE 8

PRICES, RATES AND CHARGES

SECTION 8.1 – PRICES, 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. 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. Nothing in this License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.
- b) 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.

SECTION 8.2 –NOTIFICATION OF RATES AND CHARGES

- a) In accordance with applicable law, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. At least thirty (30) days prior to implementing a change of one of its billing practices, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers

of the change, including a description of the changed practice, in a typeface that can be easily read and understood by Subscribers.

- b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an 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 CMR 10.00 et seq. as amended, attached as Exhibit F.

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1 - 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 acts and/or omissions of the Licensee, its employees, officers, contractors and subcontractors, or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal 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. The Licensee is not required to indemnify the Town for attorney fees and costs incurred prior to the above referenced written notice being provided to the Licensee. 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.
- b) Nothing herein shall be deemed to prevent the Town from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost

and expense, provided however, that after consultation with the Town, Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement includes the release of the Town and Town does not consent to the terms of any such settlement or compromise, Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such settlement.

SECTION 9.2 - INSURANCE

- a) Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this License, the following insurance coverage:
- b) Licensee shall carry Commercial General Liability insurance throughout the term of this License and any removal period pursuant to MGL c. 166A, § 5(c) with an insurance company authorized to conduct business in Massachusetts protecting, as required in this License, Licensee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for bodily injury and property damage shall be no less than One Million Dollars (\$1,000,000) per occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form.
- c) Licensee shall carry insurance against all claims arising out of the operation of motor vehicles in the amount of One Million Dollars (\$1,000,000) per occurrence;

- d) Employers' Liability Insurance in the following amounts: (a) Bodily Injury by Accident: \$100,000; and (b) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 policy limit.
- e) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this License. All expenses incurred for said insurance shall be at the sole expense of Licensee.
- f) The Town shall be designated as additional insured under each of the insurance policies required in this Article 9 except Worker's Compensation and Employer's Liability Insurance.
- g) Licensee shall not cancel any required insurance policy without submitting documentation to the Issuing Authority verifying that the Licensee has obtained alternative insurance in conformance with this Agreement.
- h) Each of the required insurance policies shall be with sureties qualified to do business in the Commonwealth of Massachusetts.
- i) All insurance policies shall have a thirty (30) day notice of cancellation provision.
- j) Licensee shall provide Issuing Authority upon request with certificate(s) of insurance for all policies required herein upon expiration of policies.

SECTION 9.3 - PERFORMANCE BOND

- a) Licensee shall maintain, without charge to the Town, throughout the term of this Renewal 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 company 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 MGL c. 166A, §5(k) and the faithful performance and discharge of all obligations imposed by the Renewal License, subject to the provisions of Section 9.10 below.

- b) The performance bond shall be conditional upon the faithful performance and discharge of all obligations of this Renewal License. Said bond shall be a continuing obligation of the Renewal 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 Fifty Thousand Dollars (\$50,000.00) required herein. Neither this Section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.
- c) The performance bond shall contain, at a minimum, a thirty (30) day written notice of cancellation or reduction in the bond amount. A new bond shall be provided by the Licensee to the Issuing Authority prior to the effective date of any renewal or new bond.

SECTION 9.4 - LICENSE & FRANCHISE FEES

- a) During the term of the License the annual License Fee payable to the Issuing Authority shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th. Pursuant to MGL c. 166A, § 9, this fee is currently fifty cents (\$.50) per Subscriber, but not less than Two Hundred Fifty Dollars (\$250) annually.

- b) In accordance with Section 622(b) of the Cable Act, Licensee shall not be liable for a total financial commitment 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 also include (i) the PEG Access Annual Support and (ii) any amounts included in the term “Franchise Fee” pursuant to Section 622(g)(1) of the Cable Act, but shall not include the following: (i) interest due herein to the Issuing Authority because of late payments; and (ii) any other exclusion to the term “Franchise Fee” pursuant to Section 622(g)(2) of the Cable Act. All payments by Licensee to the Town pursuant to this Section shall be made payable to the Town of Middleborough Issuing Authority into the PEG Access and Cable Related Fund.

SECTION 9.5 – LATE PAYMENT

In the event that the payments required pursuant to this Article 9 are not tendered to the Town on or before the dates fixed herein by or pursuant to Section 9.4 above or applicable law, interest due on such fee payment shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

SECTION 9.6 – RECOMPUTATION

- a) Tender or acceptance of any payment, including any payment of a Franchise Fee or License Fee or any payment required in Article 6 of this Renewal 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 recomputation by the Issuing Authority,

which shall commence 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). If, after such audit and recomputation, an additional Franchise Fee, License Fee or any payment required in Article 6 of this Renewal License is owed to the Town, the Licensee shall pay said amount, plus interest, to the Town or its designated Access Provider within thirty (30) days after such audit and recomputation. 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 9.7 – REPORTS

- a) Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for official use only. In addition, Licensee shall also file with the Department, a financial balance sheet and statement of ownership which shall be supplied upon written request of the Issuing Authority. These requirements shall be subject to the regulations of the Department.
- b) In addition, Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein. Upon written

request by the Issuing Authority, the Licensee shall provide a copy of any documents or forms filed by the Licensee with the FCC and/or the DTC that materially pertain to the Licensee's Cable System in the Town.

- c) Each party shall notify the other of any petitions, communications, and or requests for waiver or advisory opinion with any state or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

SECTION 9.8 – GENERAL

- a) Upon written request of the Issuing Authority, the Licensee shall timely submit to the Town any information in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with one or more of its obligation pursuant to the Renewal License.
- b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town counsel for a determination of the validity of the Licensee's claim of a proprietary interest. If it's agreed by the parties that such information is proprietary, then any obligation pursuant to Section 9.8 (a) is not applicable. In the event of a disagreement the Licensee shall have all rights available under applicable law to challenge or appeal to the appropriate appellate entities, the determination of the Town.

SECTION 9.9 – PERFORMANCE EVALUATION HEARINGS

- a) The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing by the Issuing Authority or its designee, once per year. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to review the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall provide the Licensee with advance, written notice regarding compliance matters.
- b) The Issuing Authority shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the construction, operation, maintenance and or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and /or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town and which are not considered proprietary by the Licensee, subject to Section 9.8(b) herein. Licensee agrees to meet with the Town counsel to discuss the reasons why it considers such materials to be proprietary. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.
- c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance with this Renewal License and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If non-compliance is found which could result

in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes of improvements necessary, pursuant to Section 9.10 infra.

SECTION 9.10 – EQUAL EMPLOYMENT OPPORTUNITY

Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 9.11 – DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions 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.
- b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating

the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

- c) in the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.
- d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License and shall issue a written determination of its findings. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:
 - i) Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;
 - ii) Commence an action at law for monetary damages;
 - iii) Foreclose on all or any appropriate part of the security provided pursuant to Section 9.3 herein;
 - iv) Declare the Renewal License to be revoked subject to section 9.11 below and applicable law;
 - v) Invoke any other lawful remedy available to the Town.

SECTION 9.12 - REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions in Section 9.10 supra, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

SECTION 9.13 – LIQUIDATED DAMAGES

- (a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Town, subject to Section 9.8 (Notice and Opportunity to Cure) above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, pursuant to Section 9.8 (Notice and Opportunity to Cure) above, of the provision(s) which the Issuing Authority believes to be in default, unless cured pursuant to Section 9.8 (Notice and Opportunity to Cure) above.
- (1) For failure to request the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 9.10 (Transfer or Assignment) herein, One Hundred and Fifty Dollars (\$150.00) per day, for each day that such non-compliance continues;
- (2) For failure to comply with the FCC’s Customer Service Obligations, and the Massachusetts DTC Billing Practices Regulation 207 CMR §10.01 et seq., as set forth in Sections 7.1 and 7.2, and as each may from time to time be amended. Fifty Dollars (\$50.00) for each day that any such non-compliance continues;

- (3) For failure to operate and maintain the Cable Television System, in accordance with Sections 4.1 (Subscriber Network) and Section 6.3 (PEG Cablecasting) herein, Fifty Dollars (\$50.00) per day, for each day such non-compliance continues;
 - (4) For failure to comply with the PEG Access commitments contained in Article 6 (PEG Access Channels and Support) herein, Fifty Dollars (\$50.00) per day, for each day such non-compliance continues longer than 30 days;
 - (5) For failure to maintain the bonds and insurance required by Article 9 (Insurance and Performance Bonds) herein, One Hundred Dollars (\$100.00) per day, for each day of non-compliance.
- (b) all similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and each violation or a failure may only be assessed as a single material violation.

SECTION 9.14 – TRANSFER OR ASSIGNMENT OF RENEWAL

In accordance with applicable law, this Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonable withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Cable Division. Pursuant to 207 CMR 4.01(2), 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 M.G.L. c.166A Section 7. Under 207 CMR 4.00, an “affiliated company” is any person or entity that directly or indirectly or through one or more intermediaries, controls,

is controlled by, or is under common control with another person or entity. The application for consent to an assignment or transfer shall be signed by Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Issuing Authority shall, in accordance with state and FCC rules and regulations, notify Licensee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Issuing Authority has not taken action on Licensee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.15 – EFFECT OF UNAUTHORIZED TRANSFER ACTION

- a) Any transfer of the Cable System without the Licensee and the transferee complying with Section 9.14 above shall be null and void, and shall be deemed a material breach of this Renewal License.
- b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been affected, the Issuing Authority may revoke and terminate this Renewal 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.

SECTION 9.16 - INCORPORATION BY REFERENCE

- a) All presently and hereafter applicable conditions and requirements of federal and state laws, including but not limited to MGL c. 166A, and the rules and regulations of the FCC and the Department, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.
- b) Should the Commonwealth of Massachusetts, the federal government or the FCC require Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and Licensee with thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 9.17 - NO THIRD PARTY BENEFICIARIES

Nothing in this License is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this License.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, subsection, sentence, paragraph, term or provision hereof is determined to be illegal, invalid, or unenforceable by any court or competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the License.

SECTION 10.2 - FORCE MAJEURE

a) An event or events reasonably beyond the ability of a party to anticipate and control.

This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances, lockouts, public-health emergencies, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, accidents for which a party is not primarily responsible, fire, flood, or other acts of God or with respect to the Licensee's obligations hereunder, actions or inactions of any government instrumentality or public utility including condemnation, or work delays caused by waiting for utility providers to service or monitor utility poles to which Licensee's Cable System is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

b) The parties shall not be held in default under, or in noncompliance with, the provisions of this License, nor suffer any enforcement or penalty relating to noncompliance or default,

where such noncompliance or alleged defaults occurred or were caused by a Force Majeure, provided that the Licensee takes reasonable steps under the circumstances to comply with the obligations of the License to the maximum extent possible without endangering the health or safety of the Licensee's employees or property, or the health or safety of the Town or the public, or their property. In the event that any such delay in performance or failure to perform affects only part of the Licensee's capacity to perform, the Licensee shall perform to the maximum extent it feels possible and is able to do so in as expeditious a manner as possible under the circumstances. If either party's performance under this License is affected by Force Majeure, it shall notify the other party within a reasonable period of time under the circumstances after it has knowledge of the Force Majeure event. Furthermore, the parties hereby agree that it is not the Town's intention to subject the Licensee to penalties, fines, forfeitures or revocation of this License for violations of this License where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers.

SECTION 10.3 –NOTICES

- a) Every notice to be served upon the Issuing Authority shall be 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 Middleborough
Attn: Board of Selectmen
10 Nickerson Avenue
Middleborough, MA 02346

- b) 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.

Comcast Cable Communications Management, LLC

Attn: Government Relations

5 Omni Way

Chelmsford, MA 01824

with a copy to :

Comcast Cable Communications Management, LLC

Attn: Vice President, Government Relations

676 Island Pond Road

Manchester, NH 03109

- c) 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 10.4 - ENTIRE AGREEMENT

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

SECTION 10.5 – JURISDICTION AND VENUE

Jurisdiction and venue over any dispute, action or suit arising directly from this Renewal License 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 judgement and for the resolution of any dispute, action or suit.

SECTION 10.6 – NO RECOURSE AGAINST THE ISSUING AUTHORITY

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, arising from (i) the regulation of Cable Service (including any provision of this Renewal License, or the enforcement of this Renewal License (ii) from a decision of approval or disapproval with respect to a grant, renewal, transfer or amendment of this Renewal License.

SECTION 10.7 – CAPTIONS

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

SECTION 10.8 – WARRANTIES

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

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

(b) 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 Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(c) This Renewal License is enforceable against Licensee in accordance with the provisions herein; and

(d) There is no action or proceedings pending or threatened against Licensee which would interfere with performance of this Renewal License.

SECTION 10.9 - APPLICABILITY OF RENEWAL LICENSE

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

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF _____ 2022.

TOWN OF MIDDLEBOROUGH, MA

By:

_____, Board of Selectmen, Chairman

_____, Board of Selectmen

_____, Board of Selectmen

_____, Board of Selectmen

_____, Board of Selectmen

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

By: Anthony M. Bowling

Senior Vice President Greater Boston Region

EXHIBIT A

DROPS TO PUBLIC BUILDINGS AND SCHOOLS

Town Hall, 10 Nickerson Ave

Town Hall Annex, 20 Center Street

MCCAM, 1 South Main Street

Police Station, 350 Wood Street

Fire Stations (125 North Main Street, 566 Wareham Street, 58 Bedford Street)

Library, 102 North Main Street

Council on Aging, 558 Plymouth Street

Oliver Estate, 445 Plymouth Street

Peirce Building, 99 North Main Street

Parks Department, 26 Jackson Street

DPW, 68 Sachem Street

MG&E Main office, 32 South Main Street

MG&E Electric Division, Wareham Street

Gas Department, Vine Street

Sewer Department, 70 Joe Ciaglo Way

Pumping Station, East Grove Street

Animal Shelter, Joe Ciaglo Way

High School, 71 East Grove Street

Middle School, 112 Tiger Drive

Burkland School, 41 Mayflower Ave

Mary K Goode School, 31 Mayflower Ave

Early Childhood Center, 219 North Main Street

Green School, 251 East Main Street

School Street School, 6 School Street

Lincoln D Lynch School, 41 Union Street

Central Offices for Public Schools (Flora Clark), 30 Forest Street

EXHIBIT B 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 C

INSTITUTIONAL FIBER NETWORK OR IFNET/PEG ACCESS FIBER DROPS

MCCAM - 1 South Main Street

Town Hall -10 Nickerson Avenue

Middleborough High School – 71 East Grove Street

Nichols Middle School – 112 Tiger Drive

Henry B Burkland Elementary School – 41 Mayflower Avenue

Mary K Goode Elementary School – 31 Mayflower Avenue

Memorial Early Childhood Center – 219 North Main Street

Public Library – 102 North Main Street

Council on Aging – 558 Plymouth Street

Police Station – 350 Wood Street

Fire Station – Central Station – 125 North Main Street

MG&E Main office – 32 South Main Street

DPW – 65 Sachem Street

EXHIBIT D

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47 – TELECOMMUNICATION

CHAPTER I – FEDERAL COMMUNICATIONS COMMISSION

PART 76 – CABLE TELEVISION SERVICE

SUBPART H – GENERAL OPERATING REQUIREMENTS

§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) Cable operators are 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.

NOTE TO §76.309: SECTION 76.1602 CONTAINS NOTIFICATION REQUIREMENTS FOR CABLE OPERATORS WITH REGARD TO OPERATOR OBLIGATIONS TO SUBSCRIBERS AND GENERAL INFORMATION TO BE PROVIDED TO CUSTOMERS REGARDING SERVICE. SECTION 76.1603 CONTAINS SUBSCRIBER NOTIFICATION REQUIREMENTS GOVERNING RATE AND SERVICE CHANGES. SECTION 76.1619 CONTAINS NOTIFICATION REQUIREMENTS FOR CABLE OPERATORS WITH REGARD TO SUBSCRIBER BILL INFORMATION AND OPERATOR RESPONSE PROCEDURES PERTAINING TO BILL DISPUTES.

[58 FR 21109, APR. 19, 1993, AS AMENDED AT 61 FR 18977, APR. 30, 1996; 65 FR 53615, SEPT. 5, 2000; 67 FR 1650, JAN. 14, 2002; 83 FR 7627, FEB. 22, 2018]

EXHIBIT E

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47 – TELECOMMUNICATION

CHAPTER I – FEDERAL COMMUNICATIONS COMMISSION

PART 76 – MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE

SUBPART K – TECHNICAL STANDARDS

§76.605 TECHNICAL STANDARDS

(a) The following requirements apply to the performance of a cable television system as measured at the input to any terminal device with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise noted here or in ANSI/SCTE 40 2016. The requirements of paragraph (b) of this section are applicable to each NTSC or similar video downstream cable television channel in the system. Each cable system that uses QAM modulation to transport video programming shall adhere to ANSI/SCTE 40 2016 (incorporated by reference, see §76.602). Cable television systems utilizing other technologies to distribute programming must respond to consumer complaints under paragraph (d) of this section.

(b) For each NTSC or similar video downstream cable television channel in the system:

(1) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in CTA-542-D (incorporated by reference, see §76.602).

(2) The aural center frequency of the aural carrier must be 4.5 MHz \pm 5 kHz above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.

(3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of 0.0133 (Z) millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of 0.00662(Z) millivolts, where Z is the appropriate impedance value.)

(4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:

(i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;

(ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (e.g., 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, etc.); and

(iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (e.g., baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

(6) The amplitude characteristic shall be within a range of ± 2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries. The amplitude characteristic shall be measured at the subscriber terminal.

(7) The ratio of RF visual signal level to system noise shall not be less than 43 decibels. For class I cable television channels, the requirements of this section are applicable only to:

(i) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B or noise-limited service contour, as appropriate, for that signal;

(ii) Each signal which is first picked up within its predicted Grade B or noise-limited service contour, as appropriate;

(iii) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.

(8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:

(i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and

(ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.

(9) The terminal isolation provided to each subscriber terminal:

(i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and

(ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.

(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.

(11) The following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:

(i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.

(ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed $\pm 20\%$.

(iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of 0 IRE), shall not exceed ± 10 degrees.

(c) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in §76.609(h) and shall be limited as shown in table 1 to paragraph (c):

TABLE 1 TO PARAGRAPH (c)

Frequencies	Signal leakage limit	Distance in meters (m)
Analog signals less than and including 54 MHz, and over 216 MHz	15 μ V/m	30
Digital signals less than and including 54 MHz, and over 216 MHz	13.1 μ V/m	30
Analog signals over 54 MHz up to and including 216 MHz	20 μ V/m	3
Digital signals over 54 MHz up to and including 216 MHz	17.4 μ V/m	3

(d) Cable television systems distributing signals by methods other than 6 MHz NTSC or similar analog channels or 6 MHz QAM or similar channels on conventional coaxial or hybrid fiber-coaxial cable systems and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraphs (a) and (b) of this section, are permitted to operate without Commission approval, provided that the operators of those systems adhere to all other applicable Commission rules and respond to consumer and local franchising authorities regarding industry-standard technical operation as set forth in their local franchise agreements and consistent with §76.1713.

NOTE 1: Local franchising authorities of systems serving fewer than 1,000 subscribers may adopt standards less stringent than those in §76.605(a) and (b). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

NOTE 2: For systems serving rural areas as defined in §76.5, the system may negotiate with its local franchising authority for standards less stringent than those in §76.605(b)(3), (7), (8), (10) and (11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

NOTE 3: The requirements of this section shall not apply to devices subject to the TV interface device rules under part 15 of this chapter.

NOTE 4: Should subscriber complaints arise from a system failing to meet §76.605(b)(10), the cable operator will be required to remedy the complaint and perform test measurements on §76.605(b)(10) containing the full number of channels as indicated in §76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in §76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

NOTE 5: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

[83 FR 7627, Feb. 22, 2018]

EXHIBIT F

207 CMR: DEPARTMENT OF TELECOMMUNICATIONS AND CABLE

207 CMR 10.00: BILLING AND TERMINATION OF CABLE SERVICE

Section 10.01: Billing Practices Notice

10.02: Services, Rates and Charges Notice

10.03: Form of Bill

10.04: Advance Billing and Issuance of Bill

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

10.06: Charges for Disconnection or Downgrading of Service

10.07: Billing Disputes

10.08: Security Deposits

10.01: Billing Practices Notice

(1) Upon request, a cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Otherwise, a cable television operator shall give written notice of its billing practices to potential subscribers at the time a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures, and late payment penalties.

(2) A copy of the cable television operator's billing practices notice, work order, and sample th subscriber bill shall be filed by March 15 of each year with the Department, the issuing authority, and the operator's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order, or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Department, the issuing authority, and the operator's local office.

(3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Department, the issuing authority, and all

affected subscribers of the change and shall include in the notice a description of the changed practice.

(4) Statements about billing practices in work orders, marketing, materials, and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

(1) Upon request, a cable television operator shall give notice of its services, rates, and charges to potential subscribers before a subscription agreement is reached. Otherwise, a cable television operator shall give notice of its services, rates, and charges to subscribers at the time a subscription agreement is reached.

(2) At least 30 days prior to implementing an increase in one of its rates, charges, or fees, or a substantial change in the number or type of programming services, the cable operator shall notify, in writing, the Department, the issuing authority, and all affected subscribers of the change and shall include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided. Notwithstanding the foregoing, a cable television operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any federal or state agency or franchising authority on the transaction between the operator and the subscriber. An operator shall notify in writing, the Department, the issuing authority, and all affected subscribers of any such change as soon as possible.

(3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.

(4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase, and replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.

(5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.

(6) A copy of the cable operator's programming services, rates, and charges shall be filed by March th 15 of each year with the Department, the issuing authority, and the operator's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Department, the issuing authority, and the operator's local office.

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

10.03: Form of Bill

(1) The bill for cable television service shall contain the following information in clear, concise, and understandable language and format:

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

10.04: Advance Billing and Issuance of Bill (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform, nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period. (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months. (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection. 10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service (1) Subscriber payment to a cable operator is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill. (2) A subscriber account shall not be considered delinquent unless payment has not been received by the cable operator at least 30 days after the bill due date. (3) The following provisions shall apply to the imposition of late charges on cable subscribers: (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the

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

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

207 CMR: DEPARTMENT OF TELECOMMUNICATIONS AND CABLE 10.07: Billing Disputes (1) Every cable television operator shall have established procedures for prompt investigation of any billing dispute registered by a subscriber. The procedures shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 business days of receipt of the complaint. (2) The subscriber forfeits any rights under 207 CMR 10.07 if he or she fails to pay an undisputed balance within 30 days of the bill due date. (3) Any subscriber who disagrees with the results of the cable television operator's investigation must promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Department may accept a petition filed under 207 CMR 10.07(4). (4) The subscriber or the cable television operator may petition the Department to resolve disputed matters within 30 days of any final action by the cable operator. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint. (5) Upon receipt of a petition, the Department may proceed to resolve the dispute if all parties agree to submit the dispute to the Department and be bound by the Department's decision and the Department obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Department may receive written or oral statements from the parties, and may conduct its own investigation. The Department shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits (1) A cable operator shall not require from any cable

subscriber a security deposit for converters or other equipment in excess of the cost of the equipment. (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account. (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account. REGULATORY AUTHORITY 207 CMR 10.00: 47 U.S.C. § 552, M.G.L. c. 166A, §§ 2A, 3, 5(1), 10, 16, and 17.

Exhibit F

Town IFNET Map locations and fiber strand counts

