

RENEWAL
CABLE TELEVISION LICENSE
FOR
THE TOWN OF LINCOLN,
MASSACHUSETTS

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*Renewal Cable Television License for the Town of Lincoln, MA
Term: September 9, 2003 –September 8, 2013 (10 Yrs.)*

LINCOLN RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts III, Inc., (hereinafter "Comcast " or "Licensee"), is the duly authorized holder of a license to operate a Cable Communications System in the Town of Lincoln, Massachusetts (hereinafter the "Town"), said license having originally commenced on May 16, 1988;

WHEREAS, Comcast filed a written request for a renewal of its license by letter dated May 31, 2000 in conformity with the Cable Communications Policy Act of 1984 and filed a renewal proposal dated November 5, 2002;

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

WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, finds that the renewal of Comcast 's license is appropriate in light of its past performance, compliance with the terms of its existing license, and the terms contained in its request for license renewal;

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

**ARTICLE 1
DEFINITIONS**

SECTION 1.1 - DEFINITIONS

The following terms used in this Renewal License shall have the following meanings:

- (a) Access: The right or ability of any Lincoln resident and/or persons affiliated with a Lincoln institution to use the designated facilities, equipment and/or downstream channels of the cable television system subject to the conditions and procedures established by such use in this Renewal License.
- (b) Affiliate or Affiliated Person: When used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.
- (c) Basic Broadcast Service - That service tier which shall include at least the retransmission of local broadcast television signals and the Public, Educational and Governmental (“PEG”) Access channel(s), in accordance with the Cable Act of 1992. Said service tier may be marketed by the Licensee under a brand name which may change from time to time.
- (d) Broadcast - Over-the-air transmission by a radio or television station.
- (e) Cable Act - Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).
- (f) Cable Communications System or Cable System - The cable television system owned, constructed, installed, operated and maintained by Licensee in the Town of

Lincoln for the provision of broadband telecommunications services capable of operating as a fully addressable system of antennas, cables, wires, lines, fiber-optic cables, towers, wave guides or other conductors, converters, equipment or facilities, designed to provide telecommunications services, which includes, but is not limited to distributing video programming and technologies to Subscribers, and/or producing, receiving, amplifying, storing, processing, or distributing audio, video, digital or other forms of signals to Subscribers and in accordance with the terms and conditions in this Renewal License.

- (g) Cable Programming Services - Those service tiers which include all video programming services except the Basic Broadcast Service tier and pay and pay-per-view. Said service tiers may be marketed by the Licensee under a brand name which may change from time to time.
- (h) Cable Division - The Cable Television Division of the Massachusetts Department of Telecommunications and Energy established pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.
- (i) Cable Service - The one-way transmission to Subscribers of video programming, or other interactive programming service (including music), and Subscriber interaction, if any, which is required for the selection of such video programming or other programming service, and the installation and rental of equipment necessary for the receipt thereof.
- (j) C.M.R.: The Code of Massachusetts Regulations.
- (k) Competing Distributors - Distributors whose actual or proposed service areas overlap.
- (l) Drop - The coaxial cable that connects a home or building to the Subscriber Network or Institutional Network.
- (m) Effective Date – September 9, 2003.

- (n) FCC - Federal Communications Commission.
- (o) Fiber Transport System: A separate bi-directional point-to-point fiber optic transport system that connects Town Offices, the Public Safety Building and the Ballfield Road School complex.
- (p) Gross Annual Revenues - Consideration of any form or kind received by the Licensee for the provision of Cable Service(s) over the Cable Communications System including, without limitation: Basic Broadcast Service monthly fees and all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; all commercial Subscriber revenues; fees paid for channels designated for commercial use; converter, remote control and other equipment rentals and/or leases or sales; studio and other facility and/or equipment rentals; home shopping revenues; and all advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable Television System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived from the operation of the Cable System to provide Cable Service to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenues of Affiliates and/or Persons derived from the operation of the Cable System to provide Cable Service and not the Gross Revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such operation. Gross Annual Revenues shall not include any fee or tax on services furnished by the Licensee and paid to any governmental entity and collected by the Licensee on behalf of such entity. Gross Annual

Revenues shall also be adjusted for reductions to cash receipts, such as refunds and bad debt.

- (q) Issuing Authority - The Board of Selectmen of the Town of Lincoln, Massachusetts.
- (r) Licensee - Comcast of Massachusetts III, Inc. , or any successor or transferee in accordance with the terms and conditions in this Renewal License.
- (s) License Fee – The payments to be made by the Licensee to the Town of Lincoln and or any other governmental subdivision, and the Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A, Section 9.
- (t) Multichannel Video Programming Distributor - An entity engaged in the business of making available for purchase, by Subscribers or customers, multiple channels of video programming, and shall include video dial-tone.
- (u) Origination Capability: The activated upstream connection between an origination point and the headend which allows for PEG Access programming to be transmitted either live or taped from the origination point to the headend.
- (v) Outlet - An interior receptacle that connects a television set to the Cable Communications System.
- (w) PEG Access Programming - Programming produced by any Lincoln residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.
- (x) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (y) Programming - Any video, audio, text or data coded signal carried over the Cable Communications System.

- (z) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or here after existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.
- (aa) Renewal License - The license granted herein.
- (bb) Standard Cable Package - A combination of Cable Service tiers, consisting of the Basic Broadcast Service tier and the Expanded Basic Broadcast Service tier, as provided by the Licensee as of the Effective Date and including any individual broadcast channels or cable networks added to these tiers as a result of the reconstruction of the Cable Communications System. Said Standard Cable Package may be marketed by the Licensee under a brand name which may change from time to time.
- (cc) Subscriber - A person or entity who contracts with the Licensee for, and lawfully receives, the video signals and Cable Services distributed by the Cable Communications System.
- (dd) Subscriber Network - The trunk and feeder signal distribution network over which video, audio, text and data signals are transmitted to Subscribers.
- (ee) Town - The Town of Lincoln, Massachusetts.
- (ff) Town Offices – The building at 16 Lincoln Rd., Lincoln, Massachusetts.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

- (a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and Cable Communications Policy Act of 1984 as amended, the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Massachusetts III, Inc. offering services as Comcast , a Delaware Corporation, authorizing and permitting said Licensee to construct, operate and maintain a Cable Communications System within the municipal limits of the Town of Lincoln.
- (b) This Renewal License is granted under and in compliance with the Federal Cable Act and Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and in compliance with all rules and regulations of the FCC and the Cable Division and all other applicable rules and regulations in force and effect during the period for which this Renewal License is granted.
- (c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, upgrade, install, operate and maintain a Cable Communications System, including such lines, cables, fiber optics, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable Communications System, in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town within the municipal boundaries and subsequent additions thereto, including property over which the Town has a sufficient easement

or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video, audio, text, data and other impulses in accordance with the laws of the United States of America and the Commonwealth of Massachusetts and the bylaws/ordinances of the Town of Lincoln.

SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE G.L.c. 166A §§3(d) and 13]

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on September 9, 2003, following the expiration of the current license, and shall terminate at midnight on September 8, 2013.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to G.L.c. 166 §§22-25, permission is hereby granted to the Licensee to attach or otherwise affix cables, wire, or optical fibers comprising the Cable Communications System to the existing poles and conduits on and under public streets and ways, provided the 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 Town grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on public ways.

SECTION 2.4 - RENEWAL

- (a) In accordance with the provisions of federal law, Section 13 of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and applicable regulations, this Renewal 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) Any such renewal or renewals shall be upon mutual written agreement by the Licensee and the Issuing Authority and shall contain such modified or additional

terms as the Licensee and the Issuing Authority may then agree. Nothing contained in this Section shall obligate the Issuing Authority to grant any such renewal or either the Licensee or the Issuing Authority to agree to any renewal terms.

SECTION 2.5 - POLICE AND REGULATORY POWERS

The Licensee's rights are subject to the powers of the Town to adopt and enforce general bylaws, zoning bylaws and permitting procedures necessary for the safety and welfare of the public, provided that such bylaws, zoning bylaws and permitting procedures are of general applicability and not specific to the Cable Communications System, the Licensee, or this License. This provision does not limit the Licensee's right to challenge the legality and/or applicability of said bylaws, zoning bylaws and permitting procedures.

SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE

- (a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Communications System within the Town of Lincoln; or the right of the Issuing Authority to permit the use of the public ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.
- (b) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) shall be on substantially equivalent terms and conditions as those contained in this Renewal License.
- (c) The issuance of additional license(s) shall be subject to all applicable federal and state laws, including G.L.c. 166A and applicable regulations promulgated thereunder.

- (d) In the event that a Multichannel Video Programming Distributor, which is not in any way an affiliate of the Licensee, hereafter provides Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within thirty (30) days of receipt of a hearing request from the Licensee.
- (i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested.
- (ii) Should the Licensee demonstrate that the Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Issuing Authority shall make equitable amendments to this Renewal License.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED [SEE G.L.c. 166A §3(a)]

- (a) The area to be served is the entire Town of Lincoln, subject to the limitations set forth herein. Service shall be provided to every dwelling occupied by a person requesting Cable Service, provided that the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Federal Cable Communications Act of 1984. However, the Licensee shall not be obligated to extend the Cable Communications System into any area where there are fewer than thirty (30) dwelling units per aerial strand mile of cable and sixty (60) dwelling units per underground mile of cable, calculated from the last dwelling unit toward the end of the nearest trunk line.
- (b) Installation costs shall conform with the 1992 Cable Consumer Protection Act, and regulations thereunder.
- (i) Aerial Installations: Any dwelling unit within one hundred fifty (150) feet of the existing Cable System plant shall be entitled to a standard aerial installation rate. Any aerial installation over one hundred fifty (150) feet from the existing Cable System plant requiring trunk or distribution type construction shall be considered non-standard and provided at a rate in accordance with federal and/or state requirements, and if there are no such requirements, then based upon actual costs and a reasonable return on investment. The Licensee may charge Subscribers for non-standard or customized installations.

- (ii) Underground installations. Underground installation shall be considered standard and therefore subject to standard underground installation rates within one hundred fifty (150) feet of the existing Cable System plant, provided no trunk or distribution type construction is required and sub-surface is dirt or similar soft surface. Underground installations within one hundred fifty (150) feet of the existing Cable System plant requiring trunk or distribution type construction or involving a hard surface or requiring boring through rock or under sidewalks, street, flower bedding, etc., are considered non-standard installations and shall be provided at a rate based upon actual costs and a reasonable return on investment. Installations more than one hundred fifty (150) feet from existing Cable System plant requiring trunk or distribution type construction or involving a hard (concrete, asphalt, etc.) surface shall be provided at a rate in accordance with federal and/or state requirements, and if there are no such requirements, then based upon actual costs and a reasonable return on investment.
- (c) Provided Licensee has at least forty-five (45) days' prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely notice of trenching and underground construction to the Licensee.
- (d) Upon 1) termination of the Federal Franchise and License that Licensee holds with the Air Force to operate and maintain the cable television system at Hanscom Air Force Base (the "Base"); and 2) upon a final disposition that makes a part of the Base

formally a part of the Town of Lincoln; and 3) Licensee has the authority to do so, Licensee agrees to provide Residential Service to residents on the former Base property that is formally ascribed to the Town of Lincoln according to the provisions of this Article 3, or through its existing plant at Hanscom.

SECTION 3.2 - SUBSCRIBER NETWORK

The Licensee shall maintain a Cable Communications System utilizing addressable technology, fully capable of carrying a minimum of sixty-five (65) channels in the downstream direction and at least two (2) channels in the upstream. By December 31, 2003, Licensee agrees to complete the upgrade of its communications system to a capability of a minimum of 750MHz. The Licensee shall remove all subscriber drop cables upon request by a Subscriber within the time frames permitted by law.

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS

[SEE G.L.c. 166A §5(e)]

The Licensee shall maintain the current level of active Drops, Outlets and the Standard Cable Package, at no charge to the Town, to all municipal and other public buildings listed in **Exhibit A** attached hereto and made a part hereof. In addition, the Licensee shall provide one (1) Drop, Outlet and the Standard Cable Package at no charge to all new municipal and other Town owned public buildings which lie along its cable routes in the Town, subject to the limitations set forth in Article 3 herein. The Issuing Authority or its designee shall consult with the appropriate individuals to determine the appropriate location for each Outlet prior to requesting that the Licensee install the free service. Nothing in this Section shall require the Licensee to install an additional Drop or Outlet to any municipal or Town owned public building which already has a free Drop or Outlet provided under the terms of the prior license.

SECTION 3.4 - FIBER TRANSPORT SYSTEM

The Licensee shall maintain the fiber portion of the existing three-site, point-to-point six strand Fiber Transport System to the locations specified in Exhibit D for the term of this License. Licensee agrees to maintain any additional extensions of this Fiber Transport System that it constructs, if any, during the term of this Renewal License. Any extensions constructed by the Licensee shall be at the sole cost and expense of the Town.

The system shall be bi-directional with both upstream and downstream capability. This Fiber Transport System is for the non-commercial use of the Town. All end-user equipment from but not including the fiber patch panel connected to the Fiber Transport System shall be owned, operated and maintained by the Town. The Licensee shall maintain the fiber portion of this Fiber Transport System between the patch panels located at each of the three sites. Licensee reserves the right to pass the costs for the construction and maintenance of the Fiber Transport System (FTS) on to Subscribers. Costs to construct the Fiber Transport System include construction costs incurred before and after the Effective Date of this Renewal License. Pending final verification of all invoices and internal costs, the Licensee expects that the cost to construct the FTS to the current three locations will not exceed thirty two thousand dollars (\$32,000.00), but shall verify with the Issuing Authority any costs in excess of such amount. The Issuing Authority reserves the right to pay for the FTS through the Town's funds. In the event that the Issuing Authority exercises that right, the parties agree to negotiate an amendment or side letter to this Renewal License describing any changes to the terms of this Section of the Renewal License that would be caused by the Town exercising its right.

At the written request of the Issuing Authority, the Licensee agrees to discuss with the Issuing Authority the feasibility and technical requirements for extending the Fiber Transport System to other Lincoln municipal buildings. Any extension of the Fiber Transport System shall

be at the sole cost and expense of the Town, and shall be constructed, owned, operated and maintained by the Town or its designee, excepting those extensions constructed by the License, if any, as described above. For the purpose of guaranteeing the qualifications of vendors or contractors who may be engaged by the Issuing Authority to expand the Fiber Transport System, Licensee shall provide necessary information about the existing Fiber Transport System equipment and/or the system's technical specifications which shall be included in any Request For Proposals ("RFP") relating to the Fiber Transport System issued by the Town. Licensee shall provide such information within forty-five (45) days of a written request from the Town. Licensee acknowledges that once an RFP is sent out by the Town for any work to be conducted upon the Fiber Transport System, the Town must comply with the state's public bidding laws in selecting a vendor or contractor to perform the work. The RFP shall also require that, prior to the award of the contract, the vendor, Town and Licensee enter into an agreement acceptable to the Licensee to protect Licensee against any damages or other liabilities resulting from the extension of the Fiber Transport System.

For the term of this Renewal License, the Licensee shall hold all rights and title in the Fiber Transport System but shall provide the Issuing Authority with the exclusive right to use the Fiber Transport System throughout the term of this Renewal License and any subsequent renewals thereof, provided that the Issuing Authority may not lease out any portion of the Fiber Transport System to any third party or allow the Fiber Transport System to be used by a third party for commercial purposes.

In the event that the Cable System is abandoned by the Licensee, or prior to the renewal of the License, Licensee agrees to enter into good faith negotiations with the Issuing Authority for the continuing maintenance of the Fiber Transport System, or for the transfer of title of the Fiber Transport System to the Town of Lincoln, or for any other arrangements which may be agreeable to the parties for purposes of insuring the Town continuing access to, and continuing maintenance of, the Fiber transport System.

SECTION 3.5 - PARENTAL CONTROL CAPABILITY

- (a) Upon request, and at no separate, additional charge, the Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable Communications System.
- (b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge Subscriber for use of said box.

SECTION 3.6 - INTERCONNECTION WITH OTHER CABLE SYSTEMS

During the term of this Renewal License, the Licensee may consider interconnecting the Cable Communications System with the cable systems in adjoining communities. In making any such determination, the Licensee shall consider the costs of interconnection and the benefits of interconnection.

SECTION 3.7 – RIGHT OF INSPECTION

In the event that the Issuing Authority reasonably suspects non-compliance with Cable System construction and maintenance terms of this Renewal License, the Issuing Authority or its designee(s) shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this Renewal License and to make such tests as should be necessary to insure compliance with the terms and conditions of this Renewal License and with all other provisions of governing law or regulation. Any such test or physical inspection shall be conducted at reasonable times and upon reasonable notice to Licensee. Licensee shall have the

right to be present at any such inspection. Any such inspection shall not interfere with the Licensee's operations.

Any tests conducted by Issuing Authority or its designees pursuant to this section shall be at the sole cost and expense of the Town and shall have the prior approval of the Licensee, which approval shall not be unreasonably withheld. Unless otherwise mutually agreed upon, the Town shall give at least 30 days prior notification to the Licensee of its intention to conduct any such testing.

SECTION 3.8 – PEDESTALS AND VAULTS

In any cases in which pedestals housing passive devices are to be utilized, in Public Ways or within the public lay-out, such equipment must be installed in accordance with applicable public works department regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town-approved locations to be determined when the Licensee applies for a permit, which shall not be unreasonably denied and subject to other requirements of general applicability.

SECTION 3.9 – LINE EXTENSION PROCEDURES

Subject to the provisions of Section 3.1(a) and (b) of this Renewal License, Licensee shall automatically extend the Cable Television System, at Licensee's sole cost and expense, from existing cable plant to any and all newly constructed or developed areas of the Town contiguous to the cable plant complying with the density and setback requirements established in Section 3.1(a) and (b). Any potential subscriber located in an area of the Town without cable television service, but complying with the density and setback requirements in Section 3.1(a) and (b), for whom cable service has not been automatically extended, may request such service from Licensee. Following confirmation of compliance with density and setback requirements contained within

this Renewal License, Licensee shall extend service to the area promptly, but if possible within sixty (60) days, and in no case later than one hundred eighty (180) days after all necessary permits are obtained. Licensee shall expeditiously seek all necessary permits.

(b) Licensee shall not be required to provide service to residences along any Public Ways unless reasonable access thereto is available for placement of trunk and feeder lines along Public Ways, or if access to any private street or private way is in any way denied. Licensee shall not be required to extend service to residences along Public Ways where such extension requires use of a privately owned easement for trunk and feeder lines to which Licensee has been denied reasonable access after reasonable efforts to obtain such access.

(c) Licensee shall provide written estimates upon the request of a Lincoln resident for the cost to construct line extensions in areas that do not meet the density requirements. Licensee shall make its best efforts to provide said estimates within thirty (30) days of the initial request.

SECTION 3.10 – RELOCATION OF FIRE ALARMS

Licensee shall provide the Town with forty eight (48) hours prior notice with respect to any request by the Licensee to relocate fire alarm cables. To the extent the Town requires reimbursement from other parties in the right of way for relocation of fire alarm cables, Licensee shall reimburse the Town at cost for any reasonable, documented expenses occasioned by such relocation which Licensee requests.

ARTICLE 4
TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

- (a) In installing, operating and maintaining equipment, cable and wires, the 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 Communications System for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws/ordinances, codes and regulations, 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 thoroughly trained in the use of all safety equipment and the safe operation of vehicles and equipment. All areas of the Cable Communications System shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel can be corrected before they become a hazard. The Licensee shall install and maintain its wire, cable, fixtures, and other equipment 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 lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places 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 television or radio station carried on the Cable Communications 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 Town, the 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 Town when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION [SEE G.L.c. 166A §5(g)]

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

SECTION 4.3 - TREE TRIMMING

The Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Licensee, in accordance with applicable state law and any Town bylaws/ordinances and regulations.

SECTION 4.4 - STRAND MAPS

The Licensee shall maintain a complete set of strand maps of the Town, which will show those areas in which its facilities exist, the location of all streets and the location of all residences. The strand maps will be retained in a location reasonably convenient to the Town and will be available in the Town for inspection by the Issuing Authority upon written request. Copies of the strand maps will be provided to the Issuing Authority within sixty (60) days upon written request.

SECTION 4.5 - BUILDING MOVES

In accordance with applicable laws, the Licensee shall, at its 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). The Licensee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes.

SECTION 4.6 - DIG SAFE

The Licensee shall comply with all applicable “dig safe” provisions pursuant to G.L.c. 82 §40.

SECTION 4.7 - DISCONNECTION AND RELOCATION

- (a) The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.
- (b) In requiring the Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

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 Communications System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment.
- (b) In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.9 - STANDBY POWER

The Licensee shall maintain at least two and one half hour standby power at the hub facility, any sub-headend facilities, critical trunk areas, and fiber nodes. Such standby power shall

have continuous capability, contingent upon availability of fuel necessary to operate the generators therefore, shall become activated automatically upon the failure of the normal power supply.

SECTION 4.10 - ANNUAL UPDATE HEARINGS

The Issuing Authority may conduct annual hearings with the Licensee to review the Licensee's performance under this Renewal License. The Licensee shall cooperate fully with the Issuing Authority or its designee in connection with any such hearing and produce any documents related to compliance with this Renewal License or other materials that are reasonably requested by the Issuing Authority or its designee.

SECTION 4.11 – CHANGES IN CABLE TELEVISION TECHNOLOGY

At the annual update hearings conducted pursuant to Section 4.10, for informational purposes only, the Licensee shall review with the Issuing Authority changes in relevant cable television technology that might benefit Lincoln Subscribers.

**ARTICLE 5
PROGRAMMING**

SECTION 5.1 - BASIC BROADCAST SERVICE

The Licensee shall make available a Basic Broadcast Service tier to which subscription is required for access to any other tier of service. Such basic tier shall, at a minimum, consist of: 1) all broadcast television signals carried in fulfillment of the requirements of Section 614 and 615 of the Cable Act of 1992, and 2) all active Public, Educational and Governmental (“PEG”) Access channel(s).

SECTION 5.2 - PROGRAMMING

The Licensee shall use its best efforts to provide a wide diversity of alternative programming options to Subscribers, including, but not limited to, sports programming, public affairs programming, news programming, entertainment programming, and movie programming. The Licensee has offered and shall provide the following Cable Services: 1) all broadcast stations required to be carried by federal law; and 2) Public, Educational and Governmental (“PEG”) Access channel(s) required by this Renewal License. The Licensee shall provide written notice to all Town Subscribers at least thirty (30) days in advance of any significant programming network changes. Pursuant to the Cable Act, 47 U.S.C. 532 (b) (3), the Licensee shall make available channel capacity for commercial use by persons unaffiliated with the Licensee.

SECTION 5.3 - SIGNAL TRANSMISSION

The Licensee shall not scramble or otherwise encode, for the entire term of this License any of the Basic Broadcast Services described in Section 5.1 (Basic Broadcast Service) and in accordance with federal law.

SECTION 5.4 - CONTINUITY OF SERVICE

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

SECTION 5.5 - CONVERTER BOX, REMOTE CONTROLS

Upon availability, and if economically feasible, Licensee shall make available two-way capable converter boxes to those Subscribers purchasing interactive services. The Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by the Licensee and allow use of remotes at no additional charge from that of the converter charge.

SECTION 5.6 - STEREO TV TRANSMISSIONS

All commercial television signals that are transmitted to the Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

ARTICLE 6

PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNEL(S)

- (a) The Licensee shall provide two (2) PEG Access channels for non-commercial use by residents of the Town, the educational authorities, organizations serving the Town and local government officials. If, upon the written request of the Issuing Authority, the Sudbury or Concord PEG Access channel is carried in Lincoln it will occupy one of the two PEG channels assigned to Lincoln.
- (b) The Town may request a third access channel when the first two channels are used to cablecast locally produced, non-commercial, non-character-generated programming seventy-five percent (75%) of the time between the hours of 6:00 AM and 10:00 PM six days per week for six consecutive weeks; provided, however, that specific programming may be cablecast and re-cablecast a total of six (6) times during said six week period for the purposes of this Section 6.1(b). Provided that the Issuing Authority gives Licensee three (3) months written notice, Licensee shall make such third PEG Access Channel available (I) as soon as possible if channel space is available or (II) if there is no channel space available, Licensee shall have nine (9) months following receipt of the Issuing Authority's written request to make such channel available.
- (c) The Licensee shall not charge residents of the Town, educational authorities, organizations serving the Town or local or any other regional governmental entities for non-commercial use of the PEG Access channel(s).
- (d) Rules shall be established by the Licensee in cooperation with the Issuing Authority or its designee regarding PEG Access Programming, priority of use of the PEG

Access channel(s), the prohibition of lottery information and obscene or indecent matter (modeled after prohibitions found in other FCC rules and regulations), and permitting public inspection of a complete record of names and addressees of all persons or groups requesting time on the PEG Access channel(s).

SECTION 6.2 – PEG ACCESS AND TECHNOLOGY SUPPORT

- (a) The Licensee shall provide two semi-annual payments to an Access Fund in the amount of one percent (1.0%) of Licensee's Gross Annual Revenues for the support and production of PEG programming and technology needs within the Town. Payment shall be made to the Town of Lincoln, c/o the Board of Selectmen (or its designee). This payment will be calculated on the Gross Annual Revenues for the preceding six (6) months and made payable to the Town of Lincoln. Payments will be made by August 31st and March 1 of each year based on revenue collected during the periods of January 1 through June 30, and July 1 through December 31 respectively. The first payment will be based on revenues generated from the Effective Date of this Renewal License through September 30, 2003. Licensee reserves the right to pass these costs to Subscribers.
- (b) The Licensee shall provide a one-time payment to the Town in the amount of Thirty Thousand Dollars (\$30,000.00) for the purchase of video production equipment, for the purpose of producing PEG Access programming. Licensee shall make said payment to the Town within thirty (30) days of the Effective Date of this Renewal License. The Town will own, operate and maintain this equipment. Licensee shall provide reasonable technical assistance to the Town in selecting the equipment to be purchased.

The Town or its designee shall be responsible for the production of PEG access programming. Licensee reserves the right to pass these costs to Subscribers.

- (c) The Licensee shall provide funding to the Access and Technology Fund of one hundred thousand dollars (\$100,000.00) for the support of the Town's technology needs. Funding shall be made according to the following schedule: twenty five thousand dollars (\$25,000.00) in year 1, and eight thousand three hundred thirty three dollars (\$8,333.00) in each of the subsequent years two (2) through ten (10) of this Renewal License. Payments shall be made to the Town of Lincoln, c/o the Board of Selectmen on or before March 15th of each year during the term of the License. The payment for year 1 shall be made within thirty (30) days of the Effective Date of this Renewal License. Licensee reserves the right to pass these costs to Subscribers.
- (d) Licensee agrees to continue to provide Lincoln residents with access to the Concord studio during the transition period from the Effective Date of this Renewal License through December 31, 2003, or until such earlier time as the Concord studio operation is converted to a public access corporation (the "Transition Period"). Until the end of the Transition Period, Lincoln residents may utilize the resources of the Licensee's staff to assist in the production of programming, and may attend training sessions conducted by Licensee personnel. During this Transition Period, assistance shall also include, but not be limited to, thirty (30) hours of qualified technical assistance at no cost to the Town to assist the Town in developing and implementing its plans for an equipment package to be purchased with the thirty thousand dollars (\$30,000) as described in Section 6.2(b).

- (e) The Licensee shall not unreasonably withhold its assent to the amendment of a cable television license or renewal license issued by one (1) other community to the Licensee, where such amendment is offered exclusively and expressly to permit participation by Lincoln in that community's access studio and where such amendment is assented to by the other community, provided always that such proposed amendment shall not impose upon Licensee or Subscribers in either Lincoln or such other community any additional legal or financial obligations or burdens, or any additional future costs.

SECTION 6.3- EMERGENCY USE

The Licensee shall adhere to any emergency notification standards as established by the Federal Communications Commission.

SECTION 6.4- COMMERCIAL ACCESS

The Licensee shall make channel capacity available as required by federal law for commercial access cablecasting to any person, group, organization, or entity upon reaching an appropriate agreement. Rates for use of commercial access channels shall be established by the Licensee in accordance with federal law.

SECTION 6.5- EQUAL OPPORTUNITY [SEE G.L.c. 166A §5(j)]

If the Licensee permits any person who is a legally qualified candidate for any public office to employ the facilities of its Cable Communications System to originate and disseminate political campaign material, it shall afford equal opportunities to all other such candidates for the

same office. The conduct of the Licensee with respect to all program origination within its control shall be consistent with, and guided by, the rules and regulations of the FCC, found in 47 CFR §§76.205 and 76.209 and any and all other applicable laws and regulations.

SECTION 6.6- EDITORIAL CONTROL

The Licensee shall be permitted only to exercise editorial control over programming to the extent permitted by federal law.

SECTION 6.7- PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Town agrees that it will not use its designated PEG Access channels, equipment, or other facilities to provide for-profit commercial services which have the effect of competing with services offered by the Licensee. In addition, any programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the consent of the Licensee.

SECTION 6.8 – CENSORSHIP

Neither the Town nor the Licensee shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except otherwise required or permitted by applicable law.

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

- (a) The Licensee shall provide and maintain a toll-free 24-hour answering line which Subscribers may call without incurring added message units or toll charges so that prompt maintenance and service is available. At the time of initial subscription the Licensee shall give each new subscribing household a notice of billing practices and dispute procedures, which notice shall include the Licensee's telephone number.
- (b) Upon reasonable notice the Licensee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters. The Licensee shall also maintain records of all reported complaints and action taken to respond to such complaints and shall make such records available to the Issuing Authority or designee for inspection upon request, but shall also comply with Subscribers' privacy rights in accordance with federal law.
- (c) The Licensee shall respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible. A serious system malfunction will be serviced as soon as possible after its discovery. For these purposes, the Licensee shall maintain a competent staff of employees sufficient to provide adequate and prompt service to its Subscribers.
- (d) The Licensee shall comply with all customer service regulations of the FCC (47 CFR §76) as they exist or as they may be amended from time to time. Likewise, the Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES

The Licensee shall establish a procedure for resolution of complaints by Subscribers. Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority shall be responsible for receiving and acting upon Subscriber complaints and/or inquiries, as follows:

- (a) Upon written request of the Issuing Authority the Licensee shall, within ten (10) days after receiving a complaint and/or inquiries, 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.
- (b) 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, who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial subscription to Cable Service, of the procedures for reporting and resolving all such complaints.
- (c) Notwithstanding the foregoing, if the Issuing Authority or its designee determines it to be in the public interest, the Issuing Authority or its designee may investigate any systemic complaints or disputes brought by Subscribers arising from the operations of the License.
- (d) In the event that the Issuing Authority or its designee documents a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee shall suggest

appropriate amendments to the Licensee's procedures for the resolution of complaints, which the Licensee shall not unreasonably refuse to incorporate into this Renewal License.

SECTION 7.3 - BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et. seq., and made a part hereof, as the same may exist or as it may be amended from time to time: 1) notification of its billing practices; 2) notification of services, rates and charges; 3) equipment notification; 4) form of bills; 5) advance billing and issuance of bills; 6) billing due dates, delinquency, late charge and termination of service; 7) charges for downgrading of services; 8) billing disputes; and 9) service interruptions. No provisions of 207 CMR 10.00 are waived; however, the Issuing Authority reserves the right to do so.

SECTION 7.4 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES

[SEE G.L.c. 166 §5(h)]

The Licensee shall not remove any television antenna of any Subscriber but shall, at the Licensee's actual cost, plus reasonable rate of return offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception.

SECTION 7.5 - CHANNEL TRANSPOSITIONS [SEE G.L.c. 166A §5(i)]

Whenever the Licensee transposes any television signal from the channel on which it was originally broadcast so that it is received on a different channel on the receiving sets of Subscribers, the Licensee shall at least thirty (30) days prior to such transposition notify its

Subscribers in writing of such transposition and provide them with a marker suitable for mounting on television receivers indicating the fact of such transposition.

SECTION 7.6 - SERVICE INTERRUPTIONS [SEE G.L.c. 166A §5(1)]

In the event that the Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Licensee will grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the Subscriber.

SECTION 7.7 - SUBSCRIBER TELEVISION SETS

The Licensee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that the Licensee may make adjustments to television sets in the course of normal maintenance. In the event Massachusetts General Laws are amended to remove this provision of the law, this Section shall be null and void.

SECTION 7.8 - PROTECTION OF SUBSCRIBER PRIVACY

- (a) The Licensee shall respect the rights of privacy of every Subscriber and/or user of the Cable Communications System and shall not violate such rights through the use of any device or signal associated with the Cable System, and as hereafter provided.
- (b) The Licensee shall comply with all privacy provisions contained in this Section and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act as amended.

- (c) The Licensee shall be responsible for carrying out and enforcing the Cable Communications System’s privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal Subscriber information is handled and protected strictly in accordance with this policy and all governing laws and regulations.
- (d) The Licensee shall notify all third parties who offer Cable Services in conjunction with the Licensee, or independently over the Cable System, of the Subscriber privacy requirements contained in this Renewal License.
- (e) The Licensee shall allow the Issuing Authority to receive any requested historical data on trouble/complaint, if there is written authorization by Subscriber complainant for any case being negotiated.
- (f) Prior to the commencement of Cable Service to a new Subscriber, and annually thereafter to all Cable Communications System Subscribers, the Licensee shall provide Subscribers with a written document which 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.
- (g) Neither the Licensee nor its designee nor the Town nor its designee shall, without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, unless otherwise required by applicable law, provided, however, that the Licensee may conduct system-wide or individually addressed “sweeps” solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to

the affected parties any instances of monitoring or tapping of the Cable Communications System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee. The Licensee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes.

- (h) No poll or other upstream response of a Subscriber or user shall be conducted or obtained, unless: 1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its designees shall release the results of upstream responses only in the aggregate and without individual references.
- (i) Except as permitted by Section 631 of the Cable Act as amended, neither the Licensee nor its designees nor its employees shall make available to any third party, including the Town, information about any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber not less than fourteen (14) calendar days prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court.
- (j) Upon a request by a Subscriber, 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. The Licensee shall ensure that all information related to billing and service requests is accurate and up to date and shall promptly correct any errors upon discovery.
- (k) The Issuing Authority and the Licensee shall periodically review this Section to determine that it effectively addresses appropriate concerns about privacy.

SECTION 7.9 - DAMAGED OR LOST EQUIPMENT

In the event that a Subscriber is unable to provide documentation to substantiate that a converter was stolen or destroyed by fire, the Licensee shall be entitled to assess a replacement cost for a missing converter. In the event that a Subscriber supplies the Licensee with a police or fire report which evidences that the loss of a converter resulted from theft or fire, the Licensee shall waive any charges.

SECTION 7.10 - EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees, including repair and sales personnel, and subcontractors entering private property shall be required to show an employee identification card issued or approved by the Licensee. Employee identification cards shall contain a photograph of the employee.

SECTION 7.11 – DOOR TO DOOR SALES REPRESENTATIVES

Licensee shall provide a minimum of twenty four (24) hour notice to Lincoln Police Department of all door-to-door sales campaigns to be conducted by its own employees or any vendor or subcontractors over whom it exercises any control. All such door-to-door sales representatives shall wear picture ID badges at all times when conducting sales activities within the Town.

**ARTICLE 8
RATES AND CHARGES**

SECTION 8.1 - RATES AND CHARGES

- (a) A price schedule for service and installation in effect as of the date of execution of this Renewal License is attached hereto as **Exhibit C**. The Licensee shall provide written notice to all Town Subscribers at least thirty (30) days in advance of any subscription rate increases. Any changes in prices will be in conformance with the federal law, the rules and regulations of the FCC and any currently or hereinafter applicable federal and/or state laws and regulations.
- (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 franchise requirements, may be passed through to the Subscribers in accordance with federal law.
- (c) The Licensee may require a deposit or refuse service for a bona fide credit reason. The Licensee may levy reasonable collection charges on overdue or delinquent accounts. The Licensee requires that the account of any Subscriber requesting work be current before such work is performed.
- (d) All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee’s business office. Nothing in this Renewal 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.

**ARTICLE 9
REGULATORY OVERSIGHT**

SECTION 9.1 - INDEMNIFICATION [SEE G.L.c. 166A §5(b)]

The Licensee shall at its sole cost and expense indemnify and hold the Town harmless at all times during the term of this Renewal License, and subsequent renewals, if any, from any and all claims for injury and damage to persons or property, both real and personal, caused by the construction, installation, operation or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to this Renewal License. Upon receipt of notice in writing from the Issuing Authority, the Licensee shall at its own expense defend any action or proceeding against the Town in which it is claimed that personal injury or property damage was caused by activities of the Licensee, its employees and/or agents, in the construction, installation, operation or maintenance of its Cable Communications System.

SECTION 9.2 - INSURANCE [SEE G.L.c. 166A §5(c)]

- (a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority protecting, as required in this Renewal License, the 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 damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).

The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

- (b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.
- (c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.
- (d) The Licensee shall provide Issuing Authority with certificate(s) of insurance for all policies required herein on an annual basis.

SECTION 9.3 - PERFORMANCE BOND [SEE G.L.c. 166A §5(k)]

- (a) The Licensee has submitted and shall maintain throughout the duration of the Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) a performance bond running to the Town with a company surety satisfactory to the Issuing Authority to guarantee the following terms:
 - (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of G.L.c. 166A §5(a), (m) and (n);
 - (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with G.L.c. 166A §5(g);

- (3) the indemnity of the Town in accordance with G.L.c.166A §5(b); and
- (4) the satisfactory removal or other disposition of the Cable System in accordance with G.L.c. 166A §5(f).
- (b) During the period of rebuild and/or upgrade construction this bond shall be in the amount of One Hundred Thousand Dollars (\$100,000).
- (c) Upon completion of rebuild and/or upgrade construction and following a reasonable period of satisfactory operation as determined by the Issuing Authority and the Licensee the amount of the bond shall be reduced to Fifty Thousand Dollars (\$50,000).
- (d) The Licensee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.3(a) herein without providing the Issuing Authority with thirty (30) days' written notice prior to reducing or canceling the bond.

SECTION 9.4 - LICENSE FEES

- (a) During the term of the Renewal License the annual License Fee payable to the Town 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 of the said year. Pursuant to G.L.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 state and/or federal law the Issuing Authority may at its discretion, after holding a public hearing, direct the Licensee to pay a License Fee that shall not exceed five percent (5%), or higher if applicable law permits, of the Licensee's Gross Annual Revenues less any operating expense for PEG Access Programming under Article 6 herein and any other expense or cost falling within the

definition of a franchise fee under U.S.C. § 542. Said Licensee Fees may be passed through to Town subscribers pursuant to applicable law.

- (c) All payments by the Licensee to the Town pursuant to this Section shall be made payable to the Town and deposited with the Town Treasurer unless otherwise agreed by the parties.

SECTION 9.5 - REPORTS [SEE G.L.c. 166A §§8 and 10]

- (a) The 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, the Licensee shall also file with the Cable Division, 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 Cable Division.
- (b) As provided by law and applicable regulations, annually the Licensee shall notify the Issuing Authority and the Cable Division, on forms prescribed by the Cable Division, of complaints of Subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments.
- (c) In addition, the 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.
- (d) The Licensee shall file the most recent Proof of Performance and Signal Leakage tests within forty-five (45) days of receiving a written request of the Issuing Authority.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and, pursuant to 47 CFR §76.311 and other applicable regulations of the FCC, must file an Equal Employment Opportunity Plan with the FCC and otherwise comply with the FCC regulations with respect to Equal Employment Opportunities. The Licensee has filed its current plan with the FCC and agrees to abide by such plan.

SECTION 9.7 - REVOCATION OF LICENSE [SEE G.L.c. 166A §11]

The License issued hereunder may, after due written notice and hearing, be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

- (a) For false or misleading statements in, or material omissions from, the application submitted under Section 4 of G.L.c. 166A;
- (b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);
- (c) For repeated violations, as determined by the Cable Division, of commitments of the license as set forth in Section 5(j) of G.L.c. 166A;
- (d) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division;
- (e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority;
- (f) For failure to complete construction in accordance with the provisions of the Renewal License; and
- (g) For repeated failure to comply with any of the material terms and conditions of the Renewal License.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this 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; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at thirty (30) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that (i) the Licensee fails to respond to such notice of default and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that

the Licensee is in such default, the Issuing Authority may determine to pursue any of the remedies available to it under this Renewal License or applicable law.

SECTION 9.9 - 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 Issuing Authority, subject to Section 9.8 above. Any such liquidated damages shall be assessed, after a full finding of default according to the provisions of Section 9.8, as of the date of the public hearing on the notice of default in accordance with Section 9.8(c) above.

- 1) For failure to operate and maintain the Cable Television System, in accordance with Section 4.1(e) herein, one hundred dollars (\$100.00) per day, for each day that such non-compliance continues;
- 2) For failure to maintain and repair the Fiber Transport System in accordance with Section 3.4 herein, one hundred dollars (\$100.00) per day, for each day that any such non-compliance continues;
- 3) For failure to comply with the FCC Customer Service Obligations, one hundred dollars (\$100.00) per day that any such non-compliance continues.

(b) Such liquidated damages shall be in addition to, and not a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach pursuant to Section 9.9(a) above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty for forfeiture, and are within one or more exclusions to the term "franchise fee" provide by Section 622(g)(2)(A)-(D) of the Cable Act.

SECTION 9.10 - RIGHT OF REVIEW

Prior to pursuing review under state or federal law, the parties may agree to arbitration under the rules of the American Arbitration Association.

SECTION 9.11 - TRANSFER OR ASSIGNMENT [SEE G.L.c. 166A §7]

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 unreasonably withheld and shall be subject to G.L.c. 166A Section 7, 207 CMR section 4, and other applicable Federal and state law. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Cable Division. The application for consent to an assignment or transfer shall be signed by the Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application.

SECTION 9.12 - REMOVAL OF SYSTEM [SEE G.L.c. 166A]

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, the Licensee shall remove its supporting structures, poles, transmission and distribution

systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned. Such abandonment shall not relieve the Licensee of cost of removal.

SECTION 9.13 - INCORPORATION BY REFERENCE

- (a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to Massachusetts General Laws, Chapter 166A, and the rules and regulations of the FCC and the Cable Division, 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 the 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 the Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 9.14 - COMMERCIAL NON-DISCRIMINATION

No commercial establishment within the Licensee's service area shall be denied Basic Broadcast Service or Cable Programming Services if requested. In responding to a request for any level or tier of Cable Service, the Licensee shall treat like situated commercial establishments within the service area similarly and in accordance with federal law and regulations.

SECTION 9.15 – INITIAL PERFORMANCE TESTS

Initial proof of performance testing shall occur according to the FCC Proof of Performance schedule after the completion of the system upgrade. Should performance fail to comply with governing FCC regulations, the defect shall be corrected in accordance with FCC regulations. Upon written request, Licensee shall make available a copy of Proof of Performance tests to the Issuing Authority or its designee.

SECTION 9.16 – TERMINATION

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: {i} the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 9.7 and 9.8 above; {ii} the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or {iii} the expiration of the term of this Renewal License. In the event of any termination, the Town shall have all of the rights provided in this Renewal License.

SECTION 9.17 – NO WAIVER-CUMULATIVE REMEDIES

- (a) No failure on the part of the Town to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or

partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

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

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

**ARTICLE 10
MISCELLANEOUS**

SECTION 10.1 - SEVERABILITY

If any section, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction thereof, such determination shall have no effect on any other section, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Renewal License or any renewal or renewals hereof.

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure the Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unforeseen unavailability of essential equipment; or any other cause or event not reasonably within the Licensee's control.

SECTION 10.3 - NOTICES

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Board of Selectmen, Town of Lincoln, 16 Lincoln Road, Lincoln, MA 01773 or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: Director of Government and Community Relations, Comcast, 4 Lyberty Way, Westford, MA 01886 with a copy to Attn: Vice President of Law and Public Policy, Comcast, 6 Campanelli Drive, Andover, MA 01810-1095, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of 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 - 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 10.6 - WARRANTIES

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

- (a) The Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by 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 the 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 the Licensee in accordance with the provisions herein; and
- (d) There is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this Renewal License.

SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE

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

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF

_____ 20____.

Town of Lincoln

By:

Selectman

Selectman

Selectman

Comcast of Massachusetts III, Inc.

By:

Kevin Casey
Senior Vice President
Northeast Region

**EXHIBIT B
PAYMENT SCHEDULE**

Payment #	Payment Type	Payment Amount	Date Due	Period
1	PEG Capital	\$30,000	30 days from Effective Date	One time payment
2	Access/Technology Fund (ATF)	\$25,000	30 days from Effective Date	One time payment
3	Access/Technology Fund (ATF)	\$8,333	3/15/04	Annual Payment
4	Access/Technology Fund (ATF)	\$8,333	3/15/05	Annual Payment
5	Access/Technology Fund (ATF)	\$8,333	3/15/06	Annual Payment
6	Access/Technology Fund (ATF)	\$8,333	3/15/07	Annual Payment
7	Access/Technology Fund (ATF)	\$8,333	3/15/08	Annual Payment
8	Access/Technology Fund (ATF)	\$8,333	3/15/09	Annual Payment
9	Access/Technology Fund (ATF)	\$8,333	3/15/10	Annual Payment
10	Access/Technology Fund (ATF)	\$8,333	3/15/11	Annual Payment
11	Access/Technology Fund (ATF)	\$8,333	3/15/12	Annual Payment
12	Access Fund	1% GAR	11/15/03	Effective Date to 9/30/03
13	Access Fund	1% GAR	3/1/04	10/1 through 12/31
14	Access Fund	1% GAR	8/31/04	1/1 through 6/30
15	Access Fund	1% GAR	3/1/05	7/1 through 12/31
16	Access Fund	1% GAR	8/31/05	1/1 through 6/30
17	Access Fund	1% GAR	3/1/06	7/1 through 12/31
18	Access Fund	1% GAR	8/31/06	1/1 through 6/30

*Renewal Cable Television License for the Town of Lincoln, MA
Term: September 9, 2003 –September 8, 2013 (10 Yrs.)*

19	Access Fund	1% GAR	3/1/07	7/1 through 12/31
20	Access Fund	1% GAR	8/31/07	1/1 through 6/30
21	Access Fund	1% GAR	3/1/08	7/1 through 12/31
22	Access Fund	1% GAR	8/31/08	1/1 through 6/30
23	Access Fund	1% GAR	3/1/09	7/1 through 12/31
24	Access Fund	1% GAR	8/31/09	1/1 through 6/30
25	Access Fund	1% GAR	3/1/10	7/1 through 12/31
26	Access Fund	1% GAR	8/31/10	1/1 through 6/30
27	Access Fund	1% GAR	3/1/11	7/1 through 12/31
28	Access Fund	1% GAR	8/31/11	1/1 through 6/30
29	Access Fund	1% GAR	3/1/12	7/1 through 12/31
30	Access Fund	1% GAR	8/31/12	1/1 through 6/30
31	Access Fund	1% GAR	3/1/13	7/1 through 12/31

EXHIBIT C

SCHEDULE OF RATES AND CHARGES

