

RENEWAL
CABLE TELEVISION LICENSE
FOR
THE TOWN OF STOW,
MASSACHUSETTS

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STOW RENEWAL LICENSE

INTRODUCTION

WHEREAS, AT&T CSC, Inc., offering services as AT&T Broadband (hereinafter "AT&T Broadband" or "Licensee"), is the duly authorized holder of a license to operate a Cable Communications System in the Town of Stow, Massachusetts (hereinafter the "Town"), the license having originally commenced on April 15, 1986;

WHEREAS, AT&T Broadband filed a written request for a renewal of its license by letter dated May 1, 2001 in conformity with the Cable Communications Policy Act of 1984 and filed a renewal proposal dated May 2, 2001;

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 AT&T Broadband'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 AT&T Broadband 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) 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. The service tier may be marketed by the Licensee under a brand name which may change from time to time.

(b) Broadcast - Over-the-air transmission by a radio or television station.

(c) 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).

(d) Cable Communications System or Cable System - The cable television system owned, constructed, installed, operated and maintained by Licensee in the Town of Stow 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, information services 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.

(e) Cable Programming Services - Those service tiers which include all video programming services except the Basic Broadcast Service tier and pay and pay-per-view. The

service tiers may be marketed by the Licensee under a brand name which may change from time to time.

(f) 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.

(g) 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.

(h) Competing Distributors - Distributors whose actual or proposed service areas overlap.

(i) Drop - The coaxial cable that connects a home or building to the Subscriber Network or Institutional Network.

(j) Effective Date – November 1, 2002

(k) FCC - Federal Communications Commission.

(l) 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; home-shopping revenue; converter, remote control and other equipment rentals and/or leases or sales; studio and other facility and/or equipment rentals; advertising revenues; and all other revenue(s) derived by Licensee from the sale of products other than non-Cable Service products and merchandise in any way advertised or promoted on the Cable Communications System. In the event that another entity is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by the entity for the entity's use of the Cable Communications System for the

carriage of advertising. 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. 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.

(m) Issuing Authority - The Board of Selectmen of the Town of Stow, Massachusetts.

(n) Licensee – AT&T CSC Inc., offering services as AT&T Broadband, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(o) License Fee – The payments to be made by the Licensee to the Town of Stow and or any other governmental subdivision, and any designee of the Issuing Authority, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A, Section 9.

(p) 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.

(q) Outlet - An interior receptacle that connects a television set to the Cable Communications System.

(r) PEG Access Programming - Programming produced by any Stow 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.

(s) Programming - Any video, audio, text or data coded signal carried over the Cable Communications System.

(t) Renewal License - The license granted herein.

(u) 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. The Standard Cable Package may be marketed by the Licensee under a brand name which may change from time to time.

(v) 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.

(w) Subscriber Network - The trunk and feeder signal distribution network over which video, audio, text and data signals are transmitted to Subscribers.

(x) Town - The Town of Stow, 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 AT&T CSC, Inc. offering services as AT&T Broadband, a Delaware Corporation, authorizing and permitting the Licensee to construct, operate and maintain a Cable Communications System within the municipal limits of the Town of Stow.

(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 Stow.

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 November 1, 2002, and shall terminate at midnight on October 31, 2012.

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/ordinances necessary for the safety and welfare of the public, provided that such bylaws/ordinances are of general applicability and not specific to the Cable Communications System, the Licensee, or this License.

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 Stow; 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 the hearing within thirty (30) days of receipt of a hearing request from the Licensee.

- (i) Along with the 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 consider and negotiate, in good faith, 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 Stow. 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 Cable Act. However, the Licensee shall not be obligated to extend the Cable Communications System into any new area or subdivision 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 and fifty feet (150') of the existing Cable System plant shall be entitled to a standard aerial installation rate. Any aerial installation over one hundred and fifty feet (150') from the existing Cable System plant requiring trunk or distribution type construction shall be considered non-standard and provided at a rate 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 and fifty feet (150') 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 and fifty feet (150') 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 and fifty feet (150') 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 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 the quantity is not in stock, the Licensee shall be allowed additional time for the 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) Within twelve (12) months of the Effective Date, Licensee shall extend service to Francis Circle, Fieldstone Drive and Indian Ridge Road, under the condition that the Licensee is able to obtain easements and any other required permissions at no cost to the Licensee from property owners, abutters, and any permits from the Town in a timely fashion. Licensee shall not be liable for any penalties under this License if it is not able to obtain easements, permits and other required permissions from property owners, abutters and/or the Town.

(e) Barton Road and O'Connell Way will be served from the Stow system by the end of calendar year 2002.

SECTION 3.2 - SUBSCRIBER NETWORK

The Licensee shall maintain a Cable Communications System, fed by means of a fiber-optic transportation cable network utilizing addressable technology, fully capable of carrying a

minimum of seventy eight (78) channels in the downstream direction and four (4) channels in the upstream.

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS

[SEE G.L.c. 166A §5(e)]

(a) The Licensee shall maintain the current level of active Drops, Outlets and the Standard Cable Package, at no charge to the Town, to all school, municipal and other public buildings listed in **Exhibit A** attached hereto and made a part hereof. At the written request of the Issuing Authority, the Licensee shall provide an additional thirty (30) standard Drops and/or Outlets to municipal buildings and public schools listed in Exhibit A at no charge over the term of this License. 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.

(b) Once the Town has installed the thirty (30) Drops/Outlets described above, and upon the written request of the Issuing Authority, the Licensee shall provide additional Drops and Outlets to all new municipal and other Town owned public buildings which lie along its cable routes in the Town, and the Town shall pay for those Drops and Outlets at Licensee's cost for labor and materials. The Licensee shall discuss the precise location of each drop and/or outlet with the proper officials in each of the buildings entitled to such Drop/Outlet prior to installation.

SECTION 3.4 – VIDEO RETURN CAPABILITY

Licensee shall provide a dedicated Passive Coax Fiber Network (PCF) in accordance with the provisions of Section 6.2 for origination capability for the transmission of video programming from the Town Building located at 380 Great Road, the Hale School located at 55 Hartley Road, the Pompsiticut School located at 511 Great Road, the Center School located at 403 Great Road, the Town Hall located at 375 Great Road, Randall Library located at 19 Crescent St., the Stow

Police Station on 305 Great Road and the Fire Station at 16 Crescent Street. The PCF shall be built in two phases. The first phase will include the fiber return line from the Town Building to the headend to allow for live meeting coverage from the Town Building. The second phase will include the connections to all of the municipal and school buildings listed above. Phase one will be complete within one hundred twenty (120) days of the Effective Date of this License. The second phase will be complete by September 30, 2003.

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 the converter box.

SECTION 3.6 - INTERCONNECTION WITH OTHER CABLE SYSTEMS

(a) During the term of this Renewal License, the Licensee shall make available, subject to the terms herein, an interconnection between the Bolton cable television system and the Stow cable television system so that the PEG Access channel serving the Town of Bolton that cablecasts Regional School Committee meetings and other Regional School District educational programming can be carried in the Stow system.

(b) Further, the addition of the Bolton PEG Access channel to the Stow system is subject to the written approval of the Issuing Authority(ies) of the Town of Bolton and any other community(ies) that may also use the Bolton PEG Access channel. It shall be the responsibility of the Issuing Authority of the Town of Stow to obtain the written approvals from the affected Issuing Authority(ies).

(c) If the Issuing Authority for the Town of Bolton requires that costs for the production and/or cablecasting of the programming produced in Bolton be shared between the Towns, the Town of Stow's share of the costs shall be paid for with funds from the Stow Cable Television Services and Technical Needs Fund.

(d) It is the understanding of both parties that such interconnection will be done through the headends and cannot be accomplished until the headends are interconnected and the Maynard headend becomes the master, regional headend serving both Bolton and Stow. Upon completion of the interconnect at the headend and upon receipt of permission from the affected Issuing Authorities in Bolton and other towns, Licensee shall provide the PEG Access Channel that cablecasts Regional School Committee meetings and other Regional School District educational programming to be carried in the Stow system.

(e) Licensee reserves the right to pass these costs through to subscribers and itemize such costs on customer bills only to the extent required to air the Bolton PEG Access channel in Stow. If the costs to provide this connection exceed ten thousand dollars (\$10,000), Licensee shall notify the Issuing Authority and provide an estimate of the cost to complete the connection. The Issuing Authority will review the costs and make a determination as to: 1) whether to not pursue the interconnection given the cost; or 2) whether to take the additional cost above ten thousand dollars (\$10,000) from the Town of Stow Cable Television Services and Technical Needs Fund; or 3) whether to pay the additional cost above ten thousand dollars (\$10,000) through other funds provided by the Town. Nothing in this section shall imply or require Licensee to provide access channels to Bolton.

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, and 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.

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 (2½) hour standby power at the headend facility. 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, upon written request to the Licensee, conduct an annual hearing with the Licensee to review the Licensee's performance under the Renewal License. Annual hearings may be held within sixty (60) days of the anniversary of the Effective Date of this Renewal License. The purpose of the hearing is to discuss the Licensee's performance under the License, including such issues as the locations to be served, location and types of town building drops, amount of license fees or funds, and all other terms and provisions of the License. Licensee may also be asked to discuss new technologies that will enhance or improve the Cable Communications System and the economical feasibility of providing these new technologies to Subscribers in the Town. The Licensee shall cooperate with the Issuing Authority or its designee

in connection with any such hearing and produce any non-proprietary documents related to compliance with this Renewal License or other materials that are reasonably requested by the Issuing Authority or its designee.

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

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee shall use reasonable efforts to interrupt service for the purpose of Cable Communications System construction, routine repairing or testing the Cable System only during periods of minimum use. When necessary service interruptions can be anticipated, the Licensee shall notify Subscribers in advance via electronic message.

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

Upon the completion of the upgrade of the headend all 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

(a) The Licensee shall provide one (1) dedicated channel for non-commercial use by residents of the Town, the educational authorities, organizations serving the Town and local government officials. In addition, Licensee shall, in accordance with Section 3.6, carry the Bolton PEG channel on a full-time basis in Stow.

(b) 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).

(c) 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, 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.

SECTION 6.2 VIDEO RETURN CAPABILITY

(a) No later than one hundred twenty (120) days after the Effective Date of this Renewal License, Licensee shall construct a return line consisting of a passive coaxial fiber (PCF) network for one-way upstream video transmission utilizing fiber optic cable to connect the hubsite in Town Hall to the headend. By September 30, 2003, the Licensee shall construct 0.750 inch coaxial cable to connect the locations specified below. The locations shall be:

- (i) Town Building, hubsite, 380 Great Rd;
- (ii) Old Town Hall, 375 Great Rd;
- (iii) Randall Library, 19 Crescent St;

- (iv) Fire Station, 16 Crescent St;
- (v) Hale School, 55 Hartley Rd;
- (vi) Police Station 305 Great Rd;
- (vii) Center School, 403 Great Rd;
- (viii) Pompositicut School, 511 Great Rd.

(b) In order to connect to the passive coaxial fiber (PCF) network, any production facility location must be located at one of the sites connected to the PCF. If the Town constructs new schools or municipal buildings during the term of this License and if these new buildings are within the technical range of the PCF, the Licensee shall, at the written request of the Issuing Authority, provide a cost estimate to the Town to extend the PCF. If the extension is technically feasible and can meet engineering standards and the Issuing Authority requests that the extension be constructed, it shall be the responsibility of the Town to pay for the extension, either with funds from the Cable Television Services and Technology Needs Fund or from another Town funding source.

(c) The Licensee shall also provide, for the origination capability, all RF (radio frequency) Transport Equipment (as defined below) so as to allow for the connection of a modulator to the return line and the return of the signal(s) to the headend. "RF Transport Equipment" shall include: one (1) demodulator and processor per PEG Access channel, up to a maximum of two (2) each; one (1) fiber optic transmitter and one (1) receiver; and one (1) outlet in each room specified in Section 6.2(a). Licensee shall provide up to three outlets at the locations listed in section 6.2(a) provided that it is technically feasible and does not exceed engineering standards for signal loss.

(d) To provide for adequate picture quality, the Access Corporation video signal shall meet NTSC standards and/or the minimum operating input parameters of the modulators.

(e) The Issuing Authority shall provide a reasonably secure hubsite location in the Town Building to allow for the Licensee to provide origination capability in accordance with this Section.

(f) Licensee shall construct the entire Passive Coax Fiber Network (PCF) at no new pass through to subscribers.

SECTION 6.3 – PEG ACCESS SUPPORT

(a) The Licensee shall provide two semi-annual payments to the Town of Stow Cable Television Services and Technical Needs Fund in the amount of two and one half percent (2.5%) of Licensee's Gross Annual Revenues for the support and production of PEG programming within the Town and for the Town's technology needs. Payment shall be made to the Town of Stow, c/o the Board of Selectmen (or its designee), 380 Great Road, Stow, MA 01775. This payment will be calculated on the Gross Annual Revenues for the preceding six (6) months and made payable to the Cable Television Services and Technical Needs Fund. The first payment shall be made on January 31, 2003 based on revenues collected from the Effective Date of this Renewal License through December 31, 2002. Subsequent payments will be made on July 31st and January 31st of each year based on revenue collected during the previous six (6) months, in accordance with the schedule set forth in Exhibit C. In addition, within forty five (45) days of the Effective Date of this Renewal License, Licensee shall pay to the Town a sum of five thousand dollars (\$5,000) for the purpose of establishing the Cable Television Services and Technical Needs Fund.

(b) The Licensee shall provide a one-time payment to the Town in the amount of Fifty Five Thousand Dollars (\$55,000) for the purchase of video production equipment, to be located in a public building or school, and remote control equipment, to be located in Town Building. Licensee shall make said payment to the Town within twenty one (21) days of the Effective Date of this Renewal License. The Town will own, operate and maintain this equipment. Licensee shall provide technical assistance to the Town in selecting the equipment to be purchased, and further will provide training assistance to residents of the Town. Interested public access users will continue to have access to Licensee's regional studio facility, currently located at 577 Main Street in Hudson, Massachusetts. The regional studio facility shall be equipped, maintained and

staffed by the Licensee. Equipment and staff will be available to assist Access producers in Stow on a first come, first serve basis during regular studio hours upon request, at no additional cost.

SECTION 6.4 – REPORT OF DISBURSEMENTS

(a) Annually, within sixty (60) days of the anniversary of the Effective Date, the Town shall submit to the Licensee a written report showing actual disbursements made of the funds provided to the Town of Stow Cable Television Services and Technical Needs Fund by the Licensee, pursuant to Article 6.

(b) The report shall explain in detail the allocation of funds, a justification of the expenditures of the funds, and any operating interests of the various entities, if any, using the PEG Access facilities.

(c) If upon review of the report, the Licensee finds that any expenditures of the funds by the Town has not been directly related to PEG Access and Technical needs, the Licensee may submit a written request for a hearing before the Issuing Authority. After such hearing, the Issuing Authority shall submit a written response to the Licensee stating its assessment of the expenditures of funds. If the Issuing Authority and Licensee agree, the Issuing Authority shall take the necessary measures to assure future funds are expended appropriately.

(d) If upon receipt of a subsequent report, the Licensee determines that the expenditures of funds again have not been appropriate, the Licensee may, in writing, request another hearing before the Issuing Authority. Providing the Issuing Authority finds in accordance with the Licensee's determination, the Issuing Authority shall direct the Licensee to withhold an amount of PEG Access and Technical needs support, an amount corresponding to the subject of the dispute, until such a time safeguards are in place to assure the appropriate use of the funds.

(e) If following the Licensee's second request for the Issuing Authority's remedial action, the Issuing Authority disagrees with the Licensee, regarding the inappropriate expenditures

of funds, the matter may be referred to the Cable Division, or its successor, upon written request of the Licensee, or to such other arbiter as may be agreeable to the parties.

SECTION 6.5 - EMERGENCY USE

In the case of any civil emergency or disaster, the Licensee shall, upon request of the Issuing Authority, make available to the Town a channel for use during the civil emergency or disaster period. The Licensee shall adhere to any new Emergency notification standards as established by the Federal Communications Commission.

SECTION 6.6 - 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 negotiated between the Licensee and the commercial user in accordance with federal law.

SECTION 6.7 - 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 6.8 - EDITORIAL CONTROL

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

SECTION 6.9 - 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 the Licensee's telecommunications business. 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.