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**RENEWAL CABLE  
TELEVISION LICENSE**

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**GRANTED TO**

5

**Cox Communications Amherst, Inc.**

6

**October 1, 1996**

7

**Board of Selectmen**

8

**TOWN OF PELHAM**

9

**MASSACHUSETTS**

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## L I C E N S E

2 This Renewal License entered into this 30th day of September, 1996, by and between Cox Communications  
3 Amherst, Inc., a Massachusetts corporation, and the Board of Selectmen of the Town of Pelham,  
4 Massachusetts, as Issuing Authority for the renewal of the cable television license(s) under G.L. c. 166A:

5

### W I T N E S S E T H:

6 WHEREAS, the Issuing Authority of the Town of Pelham, Massachusetts, pursuant to Chapter 166A of  
7 the General Laws of the Commonwealth of Massachusetts, as inserted by Chapter 1103 of the Acts of 1971,  
8 as amended, is authorized to grant one or more nonexclusive revocable renewal licenses to construct, upgrade,  
9 operate and maintain a Cable Television System within the Town of Pelham; and

10 WHEREAS, pursuant to 207 CMR 8.00, the Issuing Authority and Cox Communications Amherst, Inc.,  
11 did engage in good-faith negotiations and agree on proposals to upgrade the Cable Television System, within  
12 the time limits established in 207 CMR 8.00; and

13 WHEREAS, the Issuing Authority after consideration, analysis and deliberation, approved the technical  
14 ability, financial qualifications, upgrade provisions, Cable Television System design and other proposals of  
15 Cox Communications Amherst, Inc.; and

16 WHEREAS, the Issuing Authority has determined that it is in the best interest of the Town of Pelham to  
17 grant a Renewal License to Cox Communications Amherst, Inc.;

18 NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be  
19 legally bound, the parties agree as follows:

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**SECTION 1**  
**DEFINITIONS**

For the purpose of this Renewal License, the following words, terms, phrases, and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense included the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory, except where noted. Where the following definitions are in conflict with definitions in law, it is the express intent that the definition in federal law shall take precedence.

(a) Affiliate of Affiliated Person: Any person who or which directly or indirectly controls and owns an interest in Cox Communications; any person which Cox Communications directly or indirectly controls and in which Cox Communications owns an interest; and any Person directly or indirectly subject to control and owned in whole or in part by a Person who or which directly or indirectly controls and owns an interest in Cox Communications; provided, however, that this definition shall not be deemed to apply to any programming or publishing service by an Affiliate, carried in the normal course of business.

(b) Basic Service or Basic Level of Service: The lowest service tier, other than a Pay Cable Service, distributed over the Cable System, which includes, without limitation, all Public, Educational and Governmental Access Channels and all Broadcast Signals, if any, required to be carried on Basic Service pursuant to federal law, or this renewal License to the extent it is not inconsistent with federal law.

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

(d) Cable Service: The one-way transmission to Subscribers of Video Programming or Other Programming Services, together with Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

(e) Cable Television System or Cable System: A facility consisting of a set of closed transmission paths and associated Signal generation, reception and control equipment designed to provide Cable Service (including Video Programming) to multiple Subscribers within a community unless such system does not use any public



1 rights of way.

2 (f) Channel or Video Channel: A portion of the electromagnetic frequency spectrum which is used in a Cable  
3 System and which is capable of delivering a television channel. With respect to PEG Channel, I-Net and I-  
4 Loop channel requirements, the definition of channel shall also mean a minimum allocation of 6 Mhz of  
5 bandwidth.

6 (g) CMR: The acronym for Code of Massachusetts Regulations.

7 (h) Commission: The Massachusetts Community Antenna Television Commission.

8 (i) Designated Access Provider: The entity or entities designated from time to time by the Issuing Authority  
9 to provide PEG access to the residents of the Town of Pelham.

10 (j) Downstream Channel: A channel over which Signals travel to an authorized recipient of programming.

11 (k) Drop or Cable Drop: The interconnection between each home or building and the feeder line of the Cable  
12 System.

13 (l) Effective Date: October 1, 1996.

14 (m) Execution Date: September 30, 1996

15 (n) FCC: The acronym for the Federal Communications Commission or any successor agency.

16 (o) Gross Annual Revenue: Consideration of any form or kind derived by the Licensee and/or its Affiliates  
17 from the carriage of Signals over the Cable Television System including, without limitation: the distribution  
18 of any Service over the System; the provision of any Service related activity in connection with operation of  
19 the Cable System; Basic Service monthly fees; all other Service fees; installation, reconnection, downgrade,  
20 upgrade and any other similar fees; fees paid for channels designated for commercial use; converter, remote  
21 control and other equipment rentals, and/or leases and/or sales; all home-shopping service(s) revenues; and  
22 advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall  
23 be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said  
24 Affiliate=s use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include  
25 the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the  
26 operation of the System to the extent that said revenue is derived, through a means which has the effect of  
27 avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the  
28 parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons  
29 relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or  
30 Person(s) itself, where unrelated to Signal carriage. Gross Annual Revenues shall not include (1) any taxes  
31 on services furnished by the Licensee which are imposed on any Subscriber or user (rather than Licensee) by

1 the Commonwealth, City, or other governmental unit and collected by the Licensee on behalf of said  
2 governmental unit; (2) franchise fees paid by Licensee to the FCC, the Commonwealth, or the Town and  
3 collected from Subscribers through charges to Subscribers, unless required by applicable law; and (3) to the  
4 extent consistent with generally accepted accounting principles, actual bad debt write offs.

5 (p) Interactive Service: Any service that offers to Subscribers the capability of both transmitting and receiving  
6 Signals of any kind.

7 (q) Institutional Network or I-Net: A communication network which is constructed and operated by the cable  
8 operator and which is generally available only to Subscribers who are not residential Subscribers.

9 (r) Issuing Authority: The Board of Selectmen of Pelham, Massachusetts, or its successor.

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

12 (t) Licensee: Cox Communications Amherst, Inc. or any successor or transferee in accordance with the terms  
13 and conditions of this Renewal License.

14 (u) Other Programming Service: Information that Licensee makes available to all Subscribers generally.

15 (v) Pay Cable or Premium Service: Programming delivered for a fee or charge to Subscribers on a per-  
16 channel basis, or as a package of services, in addition to the fee or charge for the Basic Cable Services, or for  
17 such other service tier required by applicable law.

18 (w) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or time basis,  
19 in addition to the charge or fee to Subscribers for Basic Cable Service, or for such other service tier required  
20 by applicable law.

21 (x) PEG: The acronym for Public, Educational, and Governmental; used in conjunction with Access Channels,  
22 support and facilities.

23 (y) PEG Access Channels: Any Channel(s) made available for the presentation of PEG Access programming.

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

26 (aa) Programming or Video Programming: Programming provided by, or generally considered comparable  
27 to programming provided by, a television broadcast station.

28 (bb) Public Building: All public schools, police and fire stations, public libraries, Town Hall, the Bangs Center  
29 and other public buildings along the cable routes, designated in writing by the Issuing Authority.

30 (cc) Public Works Department (DPW): The Public Works Department of the Town of Pelham, Massachusetts.)

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- 2 (dd) Renewal License: The non-exclusive Cable Television License to be granted to Licensee by this  
3 instrument.
- 4 (ee) Service: Any Basic Service or Standard (Cable) Service, and Pay (Cable) Service, or any other Cable  
5 Service, whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with,  
6 or which is distributed over, the Cable System.
- 7 (ff) Signal: Any transmission of electromagnetic or optical energy which carries Video Programming from  
8 one location to another.
- 9 (gg) Subscriber: Any person, firm, corporation or other entity who or which elects to subscribe to for any  
10 purpose, a Cable Service provided by the Licensee by means of, or in connection with, the Cable Television  
11 System.
- 12 (hh) Subscriber Network: The five hundred and fifty megahertz (550 Mhz) network to be owned and operated  
13 by the Licensee, over which Cable Service(s) can be transmitted to Subscribers.
- 14 (ii) Town: The Town of Pelham, Massachusetts.
- 15 (jj) Upstream Channel: A channel over which Signals travel from an authorized location to a system  
16 distribution point.

17 **SECTION 2**

18 **GRANT OF RENEWAL LICENSE**

19 Section 2.1 --- GRANT OF RENEWAL LICENSE

20 Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts,  
21 as enacted by Chapter 1103 of the Acts of 1971, as amended, pursuant to 207 CMR 8.00, and subject to the  
22 terms and conditions set forth herein, the Board of Selectmen of the Town of Pelham, as the Issuing Authority  
23 of the Town, hereby grants a renewal and non-exclusive cable television license to Cox Communications  
24 Amherst, Inc., a Massachusetts corporation established for such purpose, authorizing and permitting licensee  
25 to construct, upgrade, install, operate and maintain a Cable Television System within the corporate limits of  
26 the Town of Pelham.

27 This Renewal License is granted under and in compliance with Chapter 166A of the General Laws as  
28 amended, and in compliance with all Federal laws, FCC and Commission rules and regulations and all other  
29 applicable rules and regulations in force and effect during the period for which this Renewal License is  
30 granted.

1 Subject to the terms and conditions herein and to the extent to which the Issuing Authority has the power  
2 to authorize, the Issuing Authority hereby grants to Cox Communications Amherst, Inc., Licensee, the right  
3 to construct, upgrade, install, operate and maintain a Cable System in, under, over, along, across or upon the  
4 streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of  
5 the Town of Pelham within the municipal boundaries and subsequent additions thereto, including property  
6 over which the Town has an easement or right-of-way, for the purpose of reception transmission, collection,  
7 amplification, origination, distribution, or redistribution of Signals in accordance with the laws of the United  
8 States of America and the Commonwealth of Massachusetts. In exercising rights pursuant to this license,  
9 Licensee shall not endanger or interfere with the lives of persons, interfere with any installations of the town,  
10 any public utility serving the town or any other person permitted to use public ways and places, nor  
11 unnecessarily hinder or obstruct the free use of public ways and places. Grant of this Renewal License does  
12 not establish priority for use over other present or future permit holders or the Town's own use of public ways  
13 and places. Disputes between Licensee and other parties regarding use of public ways and places shall be  
14 resolved in accordance with the Town=s DPW regulations and any special laws or Town By-Laws enacted  
15 hereafter.

16 Section 2.2 --- TERM OF RENEWAL LICENSE

17 The term of this Renewal License shall commence upon October 1, 1996 and expire on September 30,  
18 2006, unless sooner terminated as provided herein.

19 Section 2.3 --- TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

20 To the extent required by G.L. c. 166A, sec. 7, this Renewal License or control thereof shall not be  
21 transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by  
22 transfer of control of any person holding such License to any other person, without the prior written consent  
23 of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such consent shall  
24 be given only after a public hearing upon a written application therefor as provided by the Commission and  
25 on forms prescribed by the Commission. The application for transfer consent shall be signed by Licensee and  
26 by the proposed transferee or assignee.

27 Section 2.4 --- NON-EXCLUSIVITY OF RENEWAL LICENSE

28 (a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other person  
29 a license or right to occupy or use the streets, or portions thereof, for the construction, installation, operation  
30 or maintenance of a Cable Television System within the Town of Pelham; or the right of the Issuing Authority

1 to permit the use of the public ways and places of the Town for any purpose whatever. Licensee hereby  
2 acknowledges the Issuing Authority's right to make such grants and permit such uses.

3 (b) To the extent allowed by applicable law(s), the grant of any additional license(s) to provide Cable  
4 Service(s) shall be on substantially equivalent terms and conditions as those contained in this Renewal  
5 License.

6 (c) The issuance of additional license(s) shall be subject to applicable law(s).

7 (d) In the event that Licensee reports in writing to the Issuing Authority that it is at a competitive  
8 disadvantage as a result of a competing multichannel video programmer operating in the Town that is not  
9 required to be licensed by the Town, the Issuing Authority will conduct a proceeding to investigate  
10 Licensee's claim that it is at a competitive disadvantage. Licensee shall have the right to participate fully  
11 in any such proceeding. At the conclusion of any such proceeding, if in the Issuing Authority's reasonable  
12 judgment the Issuing Authority agrees with Licensee that it is at a competitive disadvantage, then the Issuing  
13 Authority and Licensee agree that Section 625 of the Cable Act shall be applicable. Among other factors, the  
14 Issuing Authority shall consider the nature and extent of any such competitive disadvantage in redressing  
15 Licensee's claim. The Issuing Authority and Licensee agree that the specific kinds of potential competing  
16 multichannel video programmer(s) or the terms and conditions of any such potential competition that may  
17 occur are unforeseeable as of the Execution Date.

#### 18 Section 2.5 --- POLICE AND REGULATORY POWERS

19 By executing this Renewal License, Licensee acknowledges that its rights are subject to the powers of the  
20 Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. Licensee shall  
21 comply with all applicable DPW regulations, and any by-laws enacted by the Town. Any conflict between  
22 the terms of this Renewal License and any present or future lawful exercise of the Town's police and  
23 regulatory powers shall be resolved in favor of the latter.

#### 24 Section 2.6 --- REMOVAL OR ABANDONMENT

25 Upon termination of this Renewal License by passage of time or otherwise, and unless 1) Licensee renews  
26 its license for another term or 2) Licensee transfers the Cable System to a transferee approved by the Issuing  
27 Authority, Licensee shall remove its supporting structures, poles, transmission and distribution systems, and  
28 all other appurtenances from the public way and places and shall restore all areas to their original condition.  
29 If such removal is not completed within six (6) months after such termination, the Issuing Authority may  
30 deem any property not removed as having been abandoned and may, at its election, remove said abandoned  
31 plant at the sole cost of Licensee.

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**SECTION 3**  
**SYSTEM DESIGN**

Section 3.1 --- UPGRADED SUBSCRIBER NETWORK

- (a) Licensee shall maintain its 450 Mhz, 62 channel cable system in Pelham pending a system rebuild as specified in Section 3.1 (b) below.
- (b) Within four (4) years of the Effective Date of this License, Licensee shall complete the rebuild of its Pelham Subscriber network to a minimum of 550 Mhz, with a minimum capacity of 80 video channels.
- (c) Before Licensee rebuilds the Cable Television System, it shall notify the Issuing Authority in writing of the proposed method of performing such rebuild.

Section 3.2 --- INSTITUTIONAL NETWORK

- (a) Prior to the rebuild of the Cable System pursuant to Section 3.1(b) below, Licensee shall continue to maintain capacity on the Subscriber Network for Pelham's current I-net use.
- (b) Within nine (9) months of the completion of the System rebuild as outlined in Section 3.1, Licensee shall construct an I-Net with the capability of fifteen (15) channels in the upstream and fifteen (15) channels in the downstream direction consistent with the I-Net map attached hereto as Schedule 3.2(b). Said I-Net channel capacity referenced above shall be for the sole use of the Town and its various institutions along the I-Net path. The I-Net shall also be capable of cross-linking with the Amherst Regional School District buildings located in the Town of Amherst. Said I-Net shall be capable of video, audio, text and data transmission between public buildings along the I-Net path and be further capable of transmitting inter alia electronic mail, energy management monitoring, building security information, fire detection and government training; however Licensee bears no responsibility to provide equipment to the Town for these uses.
- (c) Licensee shall provide, free of charge, an activated I-Net Drop to all buildings listed in Schedule 3.2(c) at the request of the Issuing Authority. Licensee shall also provide a maximum of five (5) such additional Drops (one per building) to those public institutions along the I-Net path and designated by the Issuing Authority in writing. The Issuing Authority may request additional Drops for public institutions along the I-Net, which Licensee shall install at cost as listed in Schedule 3.2(c). Connections to the I-Net shall be completed within ninety (90) days after a written request from the Issuing Authority.
- (d) Licensee shall maintain the I-Net to all FCC technical specifications. In addition, the I-Net will be capable of using stand-by power supplies.

1 (e) In the event of a renovation or construction of any Town, School, or Amherst/Pelham Regional School  
2 District-owned building that is on the I-Net, Licensee will supply the materials required for the internal wiring  
3 and external wiring in any open conduits.

4 (f) Licensee shall provide from time to time and free of charge technical consulting services by regular  
5 in-house staff members to interested Town departments concerning operation and use of the I-Net. Such  
6 consulting services shall be limited to five (5) hours per year.

7 (g) Of the 15 upstream and 15 downstream channels on the I-Net, Licensee shall designate one upstream  
8 and one downstream channel on the I-Net for a data network for municipal use. The network shall be capable  
9 of a minimum of 5 mbps symmetrical (5 mbps upstream/5 mbps downstream) data transfer speeds. This  
10 system is to be capable of ethernet-like speed so networks in the schools and town buildings may be linked  
11 together to share data and information and form a metropolitan area network. Of the 15 upstream and 15  
12 downstream channels on the I-Net, Licensee shall also designate one channel upstream and one downstream  
13 at no charge to be used for the Amherst Regional School District to share information between schools on the  
14 I-Net system within the Towns of Amherst and Pelham. The equipment expense to cross link the  
15 communities shall be the responsibility of the towns or the School District.

16 (h) If, prior to construction, Licensee determines that the I-Net's technical design described above does  
17 not meet the Town's requirements, or that another design is more appropriate, Licensee may, in its discretion,  
18 alter the design of the I-Net, provided that such alterations do not fundamentally change or reduce I-Net  
19 capabilities.

20 Section 3.3. --- PARENTAL CONTROL CAPABILITY

21 In order to restrict the viewing of programming which is obscene or indecent, upon the request of a  
22 Subscriber Licensee shall make available for sale or lease a device by which the Subscriber can prohibit  
23 viewing of a particular Cable Service during periods selected by that Subscriber.

24

**SECTION 4**

25

**CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS**

26 Section 4.1 --- CONSTRUCTION TIMETABLE

27 Licensee shall complete construction and activate its five hundred and fifty megahertz (550 Mhz) cable  
28 system no later than September 30, 2000.

29 Section 4.2 --- LOCATION OF CABLE TELEVISION SYSTEM

30 Licensee shall construct, upgrade, operate and maintain the Cable Television System within the Town

1 of Pelham. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or  
2 pedestrian traffic over public ways and places. The erection and location of all poles, towers and other  
3 obstructions shall be fixed with the prior written approval of the Board of Selectmen and under the supervision  
4 of the Public Works Department, which approval shall not be unreasonably withheld.

5 Section 4.3 --- UNDERGROUND FACILITIES

6 In the areas of the Town having telephone lines and electric utility lines underground, whether required  
7 by-law or not, all of Licensee's lines, cables and wires shall be underground. It is the policy of the town that  
8 existing poles for electric and communication purposes be utilized wherever possible and that underground  
9 installation is preferable to the placement of additional poles.

10 Section 4.4 --- TREE TRIMMING

11 In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or  
12 wires as herein authorized, Licensee shall avoid all unnecessary damage and/or injury to any and all shade  
13 trees in and along the streets, alleys, public ways and places and private property in the Town. Licensee shall  
14 be subject to G.L. c. 87 and shall comply with all the rules established by the Shade Tree Committee or its  
15 designee during the term of this Renewal License. Licensee shall use its best efforts to obtain the prior written  
16 permission of the owner of any privately owned tree or other vegetation before it trims or prunes the same.

17 Section 4.5 --- RESTORATION TO PRIOR CONDITION

18 Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public way  
19 or public place, the same shall be replaced and the surface restored in as good condition as before entry as  
20 soon as practicable. If Licensee fails to make such restoration within a reasonable time, the Issuing Authority  
21 may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the  
22 restoration and repairs required and time fixed for performance thereof. Upon failure of Licensee to comply  
23 within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made  
24 and the expense of such work shall be paid by Licensee upon demand by the Issuing Authority.

25 Section 4.6 --- TEMPORARY RELOCATION

26 Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any  
27 person, including without limitation, a person holding a building moving permit issued by the Town. The  
28 expense of such raising or lowering shall be paid by the person requesting the same, and Licensee shall have  
29 the authority to require such payment in advance. Licensee shall be given reasonable notice necessary to  
30 maintain continuity of service.



1 Section 4.7 --- DISCONNECTION AND RELOCATION

2 Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same  
3 street, or other public ways and places, or remove from any street or any other public ways and places, any  
4 of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety,  
5 street construction, change or establishment of street grade, or the construction of any public improvement  
6 or structure by any town department acting in a governmental capacity.

7 Section 4.8 --- COMPLETION OF WORK BY TOWN

8 Upon failure of Licensee to commence, pursue or complete any work required by law or by the provisions  
9 of this renewal License in any street or other public place within the time prescribed and to the satisfaction  
10 of the Issuing Authority may, at its option, cause such work to be done with reasonable expenditures therefor  
11 and Licensee shall pay to the town the cost thereof in the itemized amounts reported by the issuing Authority  
12 to the Licensee within thirty (30) days after receipt of such itemized report. In the event that the Town  
13 implements the provisions of this Section 4.8, it shall notify Licensee at least seven (7) days in advance and  
14 shall endeavor to have such work performed at the lowest possible cost.

15 Section 4.9 --- EQUIPMENT

16 Licensee shall install new equipment to the extent necessary for the construction and/or upgrade of the  
17 Cable Television System.

18 Section 4.10 --- SAFETY STANDARDS

19 Licensee shall construct, install, operate, maintain and remove the Cable Television System in  
20 conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical  
21 Code, the National Electric Code, the National Electric Safety Code, the Bell Telephone System Code of Pole  
22 Line Construction, all building and zoning codes, and all land use restrictions as the same exist or may be  
23 amended hereafter.

24 Section 4.11 --- ROPERTY

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

29 Section 4.12 --- USE OF COMPANY FACILITIES

30 The Town shall have the right to attach to any pole erected by Licensee and to place in any of Licensee's  
31 conduits, its own facilities to be used for fire, police or other governmental communications purposes where

1 space permits. All such placements by the Town shall be in conformity with all applicable rules and  
2 regulations, shall cause no additional expense to Licensee and shall not interfere with the routine operation  
3 by Licensee of its cable television system.

4 **Section 4.13 --- RIGHT TO INSPECTION OF CONSTRUCTION**

5 The Town or its designee shall have the right to inspect all construction, installation or upgrade work  
6 performed subject to the provisions of this Renewal License and to make such tests as it shall deem necessary  
7 to ensure compliance with the terms of this Renewal License and all other applicable law. The Town shall  
8 give Licensee reasonable notice of any such inspection, and such inspection shall not interfere with Licensee's  
9 operations. Licensee has the right to be present at any such inspection. Any such tests shall be at the sole cost  
10 and expense of the Town.

11 **Section 4.14 --- CONSTRUCTION MAPS**

12 Licensee shall file with the Issuing Authority or its designee accurate maps of all existing and proposed  
13 installations. Licensee shall file said maps relating to any plant changes or additions not later than ninety (90)  
14 days after such changes or additions are made.

15 **Section 4.15 --- MAINTENANCE LOG**

16 Licensee shall maintain an annual log, CATV Commission Form 500C, showing the date, approximate  
17 time and duration, type and probable cause of all Cable Television System outages, whole or partial, due to  
18 causes other than routine testing or maintenance. All entries in such log shall be retained by Licensee for one  
19 (1) additional year and shall be subject to inspection and copying by the Issuing Authority or its designee  
20 during Licensee's regular business hours upon reasonable request.

21 **Section 4.16 --- SERVICE INTERRUPTION**

22 Except where there exists an emergency situation necessitating a more expeditious procedure, Licensee  
23 may interrupt service for the purpose of repairing, upgrading or testing the Cable Television System, only  
24 during periods of minimum use, and only after a minimum of forty-eight (48) hours notice to affected  
25 Subscribers.

26 **SECTION 5**

27 **LINE EXTENSION**

28 **Section 5.1 -- GENERAL POLICY**

29 Licensee shall make Cable Television Service(s) available to all residents of the Town, subject to the

1 provisions of this Section.

2 Section 5.2 -- LINE EXTENSION

3 (a) The Cable Television System shall be extended to any and all areas in the Town containing  
4 twenty three (23) homes per aerial mile of cable plant or fractional proportion thereof, or fifty-five (55) homes  
5 per underground mile of cable plant or fractional proportion thereof. The measurement for line extensions  
6 will begin from the nearest point of existing feeder cable.

7 (b) In addition to the areas of Town to which the Cable Television System shall be extended pursuant  
8 to section 5.2(a), Licensee agrees to provide the Town with eight and 58/100 (8.58) miles of line extension  
9 of the Cable Television System as measured from existing feeder cable and as shown on Schedule 5.2(b) in  
10 the first four years of the term of this Renewal Franchise. At least thirty (30) days prior to commencement  
11 of any line extension construction pursuant to this section, Licensee shall provide the Issuing Authority with  
12 a map or list of the areas of the Town which will be under construction and an estimated time frame for  
13 commencement and completion of such construction. Such information shall be supplied for informational  
14 purposes only.

15 (c) Cable television service line extensions shall meet the specifications for aerial or underground  
16 installation of the area in which they are being installed.

17 (d) Cable television service(s) shall be provided to any Subscriber who requests cable service(s)  
18 whose residence or other building in which cable service is requested is located within one hundred fifty (150)  
19 feet of aerial or underground feeder cable without charge, exclusive of normal Subscriber installation charge.

20 (e) Cable television service(s) shall be provided to any resident who requests cable service(s) whose  
21 residence or other building in which cable service is requested is located beyond one hundred fifty (150) feet  
22 of aerial or underground feeder cable. The cost to the resident will be determined by subtracting the cost of  
23 a standard installation from the actual cost of Licensee=s material and labor for such installation. Installation  
24 costs as of the Effective Date are shown in Schedule 3.2(c). Should such request require an extension of either  
25 trunk or feeder cable, the cost will be determined as described in Section 5.4(a).

26 Section 5.3 -- LINE EXTENSION PROCEDURES

27 (a) Licensee shall provide cable service(s) in all areas of the Town with existing Cable Television Service  
28 to those residents who have been solicited for service and/or have paid a deposit for such service, if required,  
29 within seven (7) business days of said solicitation or deposit; provided, however, that this requirement shall  
30 be deemed directory rather than mandatory during the months of September and October. The conditions of  
31 section 5.2 above shall apply.

1 (b) Failure to install within said seven (7) day period without just cause (force majeure) or Subscriber fault  
2 shall require Licensee to automatically provide the cable installation to the affected Subscriber without charge  
3 and at its sole cost and expense, no later than seven (7) days of the initial installation date. Subscribers who  
4 have not received said free installation work as a result of missed appointments shall have reason to petition  
5 the Issuing Authority or its designee for appropriate relief.

6 (c) In arranging appointments for said cable installation work, Licensee shall specify to the prospective  
7 Subscriber, if requested, in advance whether said installation will occur in the morning hours, between 9:00  
8 a.m. and 1:00 p.m. or the afternoon hours, between 1:00 p.m. and 5:00 p.m. Licensee shall make reasonable  
9 efforts to perform installations at times convenient to Subscribers, including times other than 9:00 a.m. to 5:00  
10 p.m. weekdays.

11 Section 5.4 -- LINE EXTENSION PROCEDURES - FOR AREAS NOT COVERED BY SECTION 5.2

12 (a) Licensee shall extend cable service(s) to all areas of the Town not covered under Section 5.2 upon  
13 request of the prospective Subscribers and based on the following cost calculation: The cost of wiring such  
14 areas shall be calculated by taking the capital cost of extending service divided by the number of Subscribers  
15 in the area minus the costs of extending service. The average cost of construction per mile of plant will be  
16 revised yearly based on actual material and labor cost estimates provided to the Issuing Authority by  
17 Licensee's Construction Division. For calculations under this section normal density shall equal twenty-three  
18 (23) Subscribers per aerial mile of cable plant or fractional proportion thereof, or fifty-five (55) Subscribers  
19 per underground mile or cable plant or fractional proportion thereof. The resulting cost shall equal the per  
20 Subscriber contribution relating to line extension of the cable service in that particular area.

21 Total project cost = Actual cost to construct project

22 Cox=s cost per home = cost per mile divided by homes per mile standard

23 Cox=s contribution = cost per home times number of homes to be serviced

24 Total homeowners= contribution = cost/mile minus Cox=s contribution

25 Individual homeowner=s contribution = total homeowners= contribution divided by number of homes  
26 to be serviced.

27 (b) During the three (3) year period commencing with the completion of a line extension not required  
28 under Section 5.2 above, a pro-rata refund shall be paid to previous Subscribers who made a contribution in  
29 aid of construction as new Subscribers are added to the line extension; provided, however, that Licensee need  
30 only make reasonable efforts to locate such previous Subscribers. The amount of the refund shall be

1 determined by application of the line extension formula in 5.4(a) above, reducing the per capita contribution  
2 in aid of construction each time a new Subscriber is added. Any refunds due shall be paid annually to  
3 Subscribers, or former Subscribers, entitled to receive such a refund. Licensee shall file with Issuing  
4 Authority or its designee, on an annual basis, the names, addresses, and exact contributions in aid of  
5 construction of each new Subscriber in a line extension areas covered under this Section . An annual list of  
6 all refunds, including names and addresses of Subscribers, shall also be filed with the Issuing Authority.

## 7 **SECTION 6**

### 8 **SERVICES AND PROGRAMMING**

#### 9 Section 6.1 --- BASIC SERVICE

10 (a) To the extent required by law, Licensee shall provide a Basic Service which shall include at least all  
11 broadcast television Signals in the Pelham, Massachusetts area which are required to be carried by a cable  
12 television system or for which the Licensee has obtained retransmission consent, pursuant to statute or  
13 regulation and in Licensee's editorial discretion, additional programming which is available to cable television  
14 systems for distribution as part of a Basic Service.

15 (b) Licensee shall provide on Basic Service a minimum of three (3) channels for the exclusive, non-  
16 commercial PEG access use of the towns of Pelham and Amherst or their designees.

17 (c) Upon written application to the towns of Pelham and Amherst, given at least 60 days in advance,  
18 Licensee may use the above-mentioned PEG channel(s) or portions thereof when said channel(s) or portions  
19 thereof are not in use by the towns or their designees, with the permission of the Issuing Authority for each  
20 town and with the inclusion of provisions determined on a case-by-case basis by the towns or their designee,  
21 which permission shall not be unreasonably withheld.

#### 22 Section 6.2 --- PROGRAMMING

23 Licensee shall use its best efforts to provide a wide diversity of alternative programming options to its  
24 Subscribers, including, but not limited to, sports programming, public affairs programming, programming  
25 devoted to the elderly and children and optional premium movie programming, provided that these services  
26 are available to Licensee at reasonable cost.

#### 27 Section 6.3 --- VCR/CABLE COMPATIBILITY

28 In order that Subscribers to the Cable Television System have the capability to simultaneously view and  
29 tape any channel and set their equipment to record multiple channels remotely, Licensee shall provide to any  
30 Subscriber, upon request, an A/B switch which will allow VCR owners to tape and view any channel capable  
31 of being tuned by such owner's television set and/or VCR, except scrambled to scrambled Signals.

1 Section 6.4 --- CONTINUITY OF SERVICE

2 It shall be the right of all Subscribers to receive service insofar as their financial and other obligations to  
3 Licensee are honored. In the event that Licensee rebuilds, modifies or upgrades the Cable Television System,  
4 Licensee shall ensure that all Subscribers receive continuous, uninterrupted service, except for necessary  
5 service interruptions. When necessary service interruptions can be anticipated, Licensee shall notify  
6 Subscribers forty eight (48) in advance. In the event that a new licensee acquires the Cable System, Licensee  
7 shall cooperate with the Town and such new licensee in maintaining continuity of services to all Subscribers.

8 Section 6.5 --- CHANGES IN CABLE TELEVISION TECHNOLOGY

9 (a) From time to time, Licensee shall review with the Issuing Authority changes in relevant cable  
10 technology (as defined below) that might benefit Licensee's Subscribers. Such review may take into account  
11 the state of the art in relevant cable technology, the characteristics of the existing system, the benefits to  
12 Subscribers of any upgrade in relevant cable technology, the cost to Subscribers of any such upgrade, the  
13 technical feasibility of upgrading the existing system, the demand for such upgrade or change in technology,  
14 the remaining life of the license over which the cost of such upgrade would have to be amortized, Licensee's  
15 unamortized investment in the existing system, and additional factors that the Licensee or the Issuing  
16 Authority deem relevant.

17 (b) If, based on such review, and to the extent allowed by applicable law, the Issuing Authority requests  
18 a change in relevant cable technology, the parties shall discuss an amendment to this license to establish the  
19 terms and conditions for an upgrade or change in relevant cable technology.

20 (c) For purposes of this section, "relevant cable technology" shall be defined as those technologies that  
21 the Licensee and the Issuing Authority in good faith agree to be included in cable television license, subject  
22 to 47 U.S.C. §§ 621(b) and 624(e).

23 (d) Nothing in this section shall be deemed to prohibit Licensee from upgrading its system with any cable  
24 television technology at its own discretion.

25

**SECTION 7**

26

**ACCESS COMMITMENTS AND POLICIES**

27 Section 7.1 --- GENERAL

28 Pursuant to the Cable Act, Section 611 (a), (b) and (c) and Section 6.1 above, Licensee shall provide one  
29 downstream channel for Public Access use, a separate downstream channel for Educational Access use and

1 a separate downstream channel for Government Access use, on the Subscriber Network to be shared by the  
2 towns of Amherst and Pelham. Licensee shall provide one upstream channel on the I-Net for use by the Town  
3 to transmit programming, via modulator, from an I-Net Drop to the ACTV studio in Amherst.

4 Section 7.2 --- SUPPORT FOR PEG ACCESS

5 Licensee shall provide an annual payment for PEG access equal to five percent (5%) of Licensee's annual  
6 Gross Annual Revenues, less any license fees payable to the Town and State. Said annual payment shall be  
7 used for expenses connected with PEG access programming and operations.

8 Section 7.3 --- METHOD OF PAYMENT

9 (a) With respect to support for PEG access, Licensee shall make quarterly payments as specified in Section  
10 7.5 below on the first day of January, April, July and October equal to five percent (5%) of one quarter (1/4)  
11 of ninety percent (90%) of Licensee's previous year's gross revenues.

12 (b) The balance of said access payments for each year shall be due and payable on March 15th of the  
13 succeeding year.

14 Section 7.4 --- CAPITAL FUNDING FOR ACCESS

15 (a) Licensee shall provide capital funding for equipment for PEG programming in the amounts of \$5,500  
16 upon the Effective Date of this license agreement.

17 (b) Licensee will give the Town up to \$1,000 following the twenty-fourth (24th) month, up to \$1,000  
18 following the forty-eighth (48th) month, and up to \$2,000 following the seventy-second (72nd) month of the  
19 term of this Renewal License to purchase additional equipment to produce PEG access programming on a  
20 showing by the Issuing Authority of "substantial usage" of the Town's PEG access channel capacity as follows:

21 (1) between the 18th and 24th months of this Renewal License, the Town shall have cablecast  
22 locally produced non-duplicative video programming for 10% of the hours from 12 p.m. to 10:00  
23 p.m. each weekday during a period of 90 consecutive days;

24 (2) between the 42nd and 48th months of this Renewal License, the Town shall have cablecast  
25 locally produced non-duplicative video programming for 15% of the hours from 12 p.m. to 10:00  
26 p.m. each weekday during a period of 90 consecutive days; and

27 (3) between the 66th and 72nd months of this Renewal License, the Town shall have cablecast  
28 locally produced non-duplicative video programming for 20% of the hours from 12 p.m. to 10:00  
29 p.m. each weekday during a period of 90 consecutive days.

30 Upon a showing of "substantial usage" by the Issuing Authority, the Issuing Authority and the Licensee shall  
31 discuss the equipment needs of the Town and Licensee shall provide an amount up to the maximum amount

1 indicated above for each relevant time period. A showing of "substantial usage" shall include  
2 contemporaneous program logs maintained during the relevant period by the designated access entity.

3 (c) Equipment purchased by the Town or its designee(s) under the terms of this license shall be the  
4 property of the Town.

5 (d) Licensee agrees that funds provided under this section are not license fees as defined by Federal law,  
6 pursuant to §622(g)(2)(C) of the Cable Act of 1984.

7 Section 7.5 --- ACCESS PAYMENTS

8 All payments required hereunder shall be made by Licensee to the Designated Access Provider unless  
9 directed to do otherwise in writing by the Issuing Authority.

10 Section 7.6 --- ACCESS CHANNEL(S) MAINTENANCE

11 (a) Licensee shall monitor the PEG access channels for technical quality and shall ensure that they are  
12 maintained at standards commensurate with those which apply to the Cable System's commercial channels.  
13 Upon request, Licensee shall make available a copy of its most recent annual performance tests required by  
14 the FCC.

15 (b) Licensee shall provide for automatic switching on each of the PEG channels so that, if desired, live  
16 field productions can supersede the primary cablecasting Signals without personnel having to be present at  
17 the primary PEG cablecasting site(s) or at the cable system headend.

18 Section 7.7 --- ACCESS INFORMATION FOR SUBSCRIBERS

19 Licensee shall insert in its monthly billing mailing one (1) page of promotional public, educational and/or  
20 government access announcements or shall print upon its monthly billing a promotional public, educational  
21 and/or government announcement, at least once every four (4) months; provided, however, that said  
22 announcements are delivered to Licensee in an acceptable form and weight and on a timely basis. Said  
23 printed announcements shall be prepared and printed by the various access entities at their sole cost and  
24 expense.

25 **SECTION 8**  
26 **LICENSE FEES**

27 Section 8.1 --- LICENSE FEE ENTITLEMENT

28 In order to facilitate the Issuing Authority's regulation of cable television and in accordance with MGL  
29 c.166A, §9, Licensee shall, on March 15th of each year, submit a license fee to the Issuing Authority equal



1 to fifty cents (\$.50) per Subscriber per year, or such other amount as may in the future be required pursuant  
2 to State and Federal law(s). The number of Subscribers, for purposes of this section, shall be calculated on  
3 the last day of each year.

4 Section 8.2 --- LATE PAYMENT

5 In the event that the fees herein required are not tendered on or before the dates fixed in Section 8.1  
6 above, interest due on such fee shall accrue from the date due at the prime rate or rates of interest, at the Bank  
7 of Boston or its successor.

8 Section 8.3 --- RECOMPUTATION

9 Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct,  
10 nor shall such acceptance of payment be construed as a release of any claim that the Town of Pelham may  
11 have for additional sums including interest payable under this Section 8.3. All amounts paid shall be subject  
12 to audit and recomputation by the Town, which shall be based on a fiscal year and shall occur in no event later  
13 than one (1) year after the license fees are tendered with respect to such fiscal year. If, after audit and  
14 recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after audit  
15 and recomputation. The interest on such additional fee shall be charged from the due date at the prime rate  
16 or rates of interest at the Bank of Boston or its successor during the period that such additional amount is  
17 owed.

18 Section 8.4 --- TAXES

19 Payment of the License Fee made by Licensee to the Town pursuant to the provisions of this Renewal  
20 License shall not be considered in the nature of a tax, but shall be in addition to any and all taxes which are  
21 now or may be required hereafter to be paid by any law of the Commonwealth of Massachusetts, the Town  
22 of Pelham, or the United States.

23

**SECTION 9**

24

**RATES AND CHARGES**

25 Section 9.1 --- MONTHLY RATES AND INSTALLATION CHARGES

26 Licensee shall comply with all applicable rate regulations of the Federal Communications Commission  
27 and the Massachusetts Cable Television Commission.

28 Section 9.2 -- ELIGIBLE LOW INCOME DISCOUNT

29 Licensee agrees to provide a discount of 5 percent (5%) on its basic level of service to those Pelham  
30 residents who are heads of households and are eligible for Medicaid, SSI, AFDC or Veteran=s benefits

1 assistance, and present evidence of same to Licensee.

2 Section 9.3 --- NOTIFICATION

3 Licensee shall file with the Issuing Authority schedules which shall describe all services offered by  
4 Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, Licensee  
5 shall file with the Issuing Authority all changes in services, all rates and charges of any kind, and all terms  
6 and conditions relating thereto thirty (30) days prior to all such changes unless otherwise provided by law.  
7 Licensee shall notify Subscribers of any impending rate increases no later than thirty (30) days prior to such  
8 increase and provide each Subscriber with a schedule describing existing and proposed rates for each service  
9 offered. At the time of initial solicitation of service, Licensee shall also provide each Subscriber with a  
10 detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate  
11 cable service. Subscribers shall have at least thirty (30) days from receipt of notification of any rate increase  
12 to either downgrade service or terminate service altogether without any charge. Once a Subscriber has  
13 requested a downgrade in service, within the thirty (30) day period, Licensee shall commence billing said  
14 Subscriber at the new rate within said thirty (30) day period, regardless of whether Licensee actually changes  
15 the level of service within that time period.

16 Section 9.4 --- PUBLICATION

17 All rates for Subscriber services and leasing of channels shall be published. A written schedule of all rates  
18 shall be available upon request during business hours at Licensee's business office. Nothing in this Renewal  
19 License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional  
20 campaigns for the purpose of attracting Subscribers, or the establishment of charges and rate schedules that  
21 may vary with volume or nature of usage or programs.

22 Section 9.5 --- CREDIT FOR SERVICE INTERRUPTION

23 In the event that Licensee's service to any Subscriber is interrupted for twenty-four (24) or more  
24 consecutive hours, Licensee shall, upon timely notification, grant expeditiously such Subscriber a pro-rata  
25 credit.

26

**SECTION 10**

27

**INSURANCE AND BONDS**

28 Section 10.1 --- INSURANCE

29 (a) Licensee shall purchase and maintain such insurance as will protect the Licensee from claims set

1 forth below caused by the construction, installation, operation, or maintenance of any structure, equipment,  
2 wires or cables authorized or used pursuant to this license, whether caused by licensee or by any Subcontractor  
3 or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be  
4 liable. Licensee's insurance policies shall protect the Town against the following:

5 (1) Claims under Worker's Compensation, disability benefit and other similar employee benefit acts;

6 (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of its  
7 employees, and claims insured by usual personal injury liability coverage;

8 (3) Claims for damage because of bodily injury, sickness or disease, or death of any person other than  
9 its employees, and claims insured by usual personal injury liability coverage; and

10 (4) Claims for damages because of injury to or destruction of tangible property, including loss of use  
11 resulting therefrom.

12 (b) The Insurance required by the above shall be written for not less than (1) the minimum limits of  
13 liability required by the Worker's Compensation Act and (2) 1 million dollars (\$1,000,000.00) for general  
14 liability coverage. The above insurance policies shall also be subject to the following requirements:

15 (1) Insurance coverage for the Licensee's Comprehensive General Liability shall be written by one  
16 and the same insurance company to avoid the expense of duplicate and/or overlapping coverage and to  
17 facilitate and expedite the settlement of claims.

18 (2) Certificates of Insurance reasonably acceptable to the Town shall be addressed to and filed with  
19 the Town prior to the Effective Date of this Renewal License. Renewal certificates shall be addressed to and  
20 filed with the Town at least ten (10) days prior to the expiration date of required policies.

21 (3) No insurance coverage shall be subject to cancellation without at least thirty (30) days prior  
22 written notice forwarded by registered or certified mail to the Town. The Town shall also be notified of the  
23 attachment of any restrictive amendments to the policies.

24 (4) All Certificates of Insurance shall contain true transcripts from the policies, authenticated by the  
25 proper officer of the insurer, evidencing in particular those insured, the extent of the coverage, the location  
26 and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

27 (5) The said coverage shall not extend to the liability of the Town, its agents or employees arising  
28 out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specifications,  
29 or (b) the giving of or the failure to give directions or instructions by the Town, its agents or employees  
30 provided such giving or failure to give instructions is the primary cause of the injury or damage.

31 (6) The above policies shall name the Town as an additional insured as its interests may appear.

1 Section 10.2 --- PERFORMANCE BOND

2 (a) Licensee shall maintain at its sole cost and expense throughout the term of this Renewal License a  
3 faithful performance bond running to the Town, with good and sufficient corporate surety licensed to do  
4 business in the Commonwealth of Massachusetts and approved in advance in writing by the Issuing Authority,  
5 in the sum of fifty thousand dollars (\$50,000.00). Said bond shall be conditioned upon the faithful  
6 performance and discharge of all of the obligations imposed by this Renewal License. Upon completion of the  
7 system rebuild, the amount of said bond shall be reduced to the sum of ten thousand dollars (\$10,000.00).

8 (b) The performance bond shall be effective throughout the term of this Renewal License including the  
9 time for removal of facilities provided for herein, and shall be conditioned that in the event that Licensee shall  
10 fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit  
11 or direction of any department, agency, commission, board, or to pay any claims, liens or taxes due the Town  
12 which arise by removal of the cable Television System, the Town shall absolutely and without objection of  
13 Licensee, recover from the surety of such bond all damages suffered by the Town as a result thereof, within  
14 thirty (30) days after a written request for same. Said condition shall be a continuing obligation of this  
15 Renewal License, and thereafter until licensee has liquidated all of its obligations to the Town that may have  
16 arisen from the grant of this Renewal License or from the exercise of any privilege therein granted. In the  
17 event that the Town recovers from said surety, Licensee shall take immediate steps to reinstate the  
18 performance bond to the amount of ten thousand dollars (\$10,000.00). If, at any time during the term of this  
19 Renewal License, the condition of the surety shall change in such manner as to render the bond unsatisfactory  
20 to the Town Counsel, Licensee shall replace such bond by a bond of like amount and similarity conditioned,  
21 issued by a surety satisfactory to the Town Counsel.

22 (c) Licensee shall submit to the Issuing Authority, on an annual basis, copies of all up-to-date certificates  
23 concerning a) insurance policies as required herein b) performance bonds as required herein.

24 Section 10.3 --- INDEMNIFICATION

25 (a) The Licensee further agrees to indemnify and hold harmless the Town and the Issuing Authority,  
26 including the agents, employees and representatives of either, from and against all claims, damages, losses  
27 and expenses, including attorney's fees, arising out of or resulting from the construction, upgrade, installation,  
28 maintenance, operation, or removal of the Cable Television System under this Renewal License, provided that  
29 any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury  
30 to or destruction of tangible property including the loss of use resulting therefrom. Upon receipt of notice in

1 writing from the issuing authority it shall at its own expense defend any action or proceeding against the  
2 Town in which it is claimed that personal injury or property damage was caused by activities of the licensee  
3 in the installation, operation, or maintenance of its system.

4 (b) In order for the Town to assert its rights to be indemnified, defended, or held harmless, the Town  
5 must:

- 6 1. Promptly notify Licensee of any claim or legal proceeding which gives rise to such right;
- 7 2. Afford Licensee the opportunity to participate in and fully control any compromise, settlement or other  
8 resolution or disposition of such claim or proceeding, unless, however, the Town, in its sole discretion,  
9 determines that its interests cannot be represented in good faith by Licensee; and
- 10 3. Fully cooperate with the reasonable requests of Licensee in its participation in, and control,  
11 compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph  
12 2. above.

13 (c) The Licensee shall be responsible for all damage or injury to property of any character resulting from  
14 any act, omission, neglect, or misconduct in the manner or method of executing this Renewal License or due  
15 to the non-execution of its obligations or at any time due to defective work or materials.

16 (d) Except for claims covered by the insurance referred to in Section 10.1(a)(2) in any and all claims  
17 against the Town or any of their agents or employees by any employee of the Licensee, any Subcontractor,  
18 anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable,  
19 the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the  
20 amount or type of damages, compensation or benefits payable by or for the Licensee or any Subcontractor  
21 under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

22 (e) The obligations of the Licensee under this provision shall not extend to the liability of the Town, its  
23 agents or employees, arising out of (a) the preparation or approval of maps, drawings, opinions, reports,  
24 surveys, designs or specifications, or (b) the giving of or the failure to give directions or instructions by the  
25 Town, its agents or employees provided such giving or failure to give directions or instructions is the primary  
26 cause of the injury or damage.

27 (f) The Town shall, at its sole cost and expense, but only to the extent lawful for local governments,  
28 indemnify and hold harmless Licensee against any claims arising out of the Town=s use of the Cable System.  
29 Indemnified expenses shall include all out-of-pocket expenses such as attorney=s fees and shall also include  
30 the reasonable value of any services rendered by the Town.

31 (g) To the extent the Licensee makes payment pursuant to this section, it may require from the Town

1 assignment of all right of recovery against any party.

2 Section 10.4 --- NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

3 The insurance policies and bonds required herein shall contain an endorsement stating that the policies  
4 are intended to cover the liability assumed by Licensee under the terms of this Renewal License and shall  
5 contain the following endorsement:

6 It is hereby understood and agreed that this policy must not be canceled, materially changed or the amount  
7 of coverage thereof reduced until ninety (90) days after receipt by the Town counsel of the Town of Pelham,  
8 Massachusetts, by registered mail of one (1) copy of a written notice of such intent to cancel, materially  
9 change or reduce the coverage.

10 If Licensee fails to maintain the insurance policies required herein, the Issuing Authority shall have the  
11 option to obtain said policies and pay for same from the performance bond.

12

**SECTION 11**

13

**ADMINISTRATION AND REGULATION**

14 Section 11.1 --- ISSUING AUTHORITY

15 The Issuing Authority or its designee shall be responsible for the day to day regulation of the Cable  
16 Television System. The Issuing Authority or its designee will monitor and enforce Licensee's compliance with  
17 the terms and conditions of this Renewal License. The Issuing Authority or its designee shall notify Licensee  
18 in writing of any instance of non-compliance and shall direct that such non-compliance be corrected within  
19 thirty (30) days to the reasonable satisfaction of the Issuing Authority, unless a longer period is specified  
20 herein, or is mutually agreed upon by the Issuing Authority and Licensee.

21 Section 11.2 --- PERFORMANCE EVALUATION HEARINGS

22 The Issuing Authority may, at its option, hold a performance evaluation hearing on the third, sixth and  
23 ninth anniversaries of the Effective Date of this Renewal License. All such evaluation hearings shall be open  
24 to the public. The purpose of said evaluation hearing shall be to, among other things, review Licensee's  
25 compliance with the terms and conditions of this Renewal License, review current technological developments  
26 in the cable television field and hear comments, suggestions or complaints from the public. The Issuing  
27 Authority shall have the right to question Licensee on any aspect concerning the construction, upgrade,  
28 installation, operation or maintenance of the Cable Television System. During review and evaluation by the  
29 Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such

1 documents or other materials as are reasonably requested by the Town.

2 Section 11.3 --- NONDISCRIMINATION

3 Except as otherwise specifically provided in this License, Licensee shall not discriminate against any  
4 person in its solicitation, services or access activities, if applicable, on the basis of race, color, creed, religion,  
5 ancestry, national origin, geographical location within the Town (subject to the provisions of Section 5  
6 herein), sex, affectional preference, disability, age, marital status, or status with regard to public assistance.  
7 Licensee shall be subject to all other requirements of federal, state or existing local laws, regulations, and all  
8 executive and administrative orders relating to nondiscrimination through the term of this Renewal License.

9 Section 11.4 --- SUBSCRIBER AND USER COMPLAINTS

10 Licensee shall keep CATV Commission Form 500B on file in its local business office for a minimum of  
11 three (3) years. The Issuing Authority or its designee shall have the right to examine, review and copy said  
12 form at its own expense during Licensee's business hours upon reasonable notice. Licensee shall also submit  
13 said forms(s) for each Performance Evaluation hearing, at the request of the Issuing Authority.

14 Section 11.5 --- EMERGENCY REMOVAL OF PLANT

15 If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable  
16 judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers,  
17 appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole  
18 cost and expense of Licensee.

19 Section 11.6 --- REMOVAL AND RELOCATION

20 The Issuing Authority shall have the power at any time to order and require Licensee to remove or  
21 relocate any pole, wire, cable or other structure that is unnecessarily dangerous to life or property. In the  
22 event that Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall  
23 have the power to remove or relocate the same at the sole cost and expense of Licensee.

24 Section 11.7 --- INSPECTION

25 The Issuing Authority or its designee shall have the right to inspect, inventory or appraise the plant,  
26 equipment or other property of Licensee as is reasonably related to establishing compliance with this License.  
27 Licensee shall fully cooperate and otherwise assist in these activities.

28 Section 11.8 --- JURISDICTION

29 Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate subject matter  
30 jurisdiction located in the Commonwealth of Massachusetts, County of Hampshire, and the parties by this  
31 instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and

1 for the resolution of any, dispute, action, or suit; provided, however, that nothing herein shall preclude  
2 Licensee from bringing an action before the Massachusetts CATV Commission, or the District Court for  
3 Massachusetts, Western Division, to the extent that such court may have jurisdiction.

4 Section 11.9 --- RIGHT TO PURCHASE

5 In the event of revocation of this Renewal License, or non-renewal, or foreclosure or other judicial sale  
6 of the Cable System, the Town shall have the right of first refusal to purchase the Cable Television System.

7 **SECTION 12**

8 **LIQUIDATED DAMAGES -- LICENSE REVOCATION**

9 Section 12.1 --- LIQUIDATED DAMAGES

10 (a) Since both parties recognize (1) that time is of the essence with respect to the upgrade of the Cable  
11 Television System as outlined in Section 3.1 and 3.2, (2) that the Town will suffer loss if the work is not  
12 completed on or before September 30, 2000, and (3) the delays, expenses and difficulties involved in a legal  
13 proceeding to determine the actual loss suffered by the town if the work is not completed in time, it is agreed  
14 that the Licensee will pay the Town as liquidated damages representing an estimate of delay damages, not as  
15 a penalty, the sum of three hundred dollars (\$300.00) per day for each calendar day that such rebuild has not  
16 been fully constructed, installed, activated and energized, said damages to be effective as of July 1, 2000.

17 (b) The Town's right to impose liquidated damages shall in no way prohibit or restrict the Town's right  
18 to bring a legal action for damages in lieu of its option to impose liquidated damages. Such liquidated  
19 damages shall be chargeable to the performance bond if not tendered by the Licensee within 30 days after  
20 written request by the Town.

21 Section 12.2 --- DEFAULT: PROCEDURES

22 (a) Prior to any finding of default under this License the Issuing Authority shall notify the licensee of the  
23 default claimed.

24 (b) Upon failure to cure such default within thirty (30) days or such longer period as the Issuing Authority  
25 and Licensee reasonably agree upon, the Issuing Authority shall issue public notice of a hearing on the matter  
26 to be held by the Issuing Authority prior to any assessment of damages. At such hearing the Licensee may  
27 present evidence as to why it is not in default. After the conclusion of said hearing, the Issuing Authority  
28 shall issue a written statement as to its decision and the grounds therefor.

29 (c) Prior to assessing any liquidated damages or charging the performance bond for any reason, the



1 Issuing Authority shall find a default in accordance with these procedures.

2 (d) Any decision of the Issuing Authority to assess damages may be appealed to any Massachusetts court  
3 of competent jurisdiction. Any such appeal of the Issuing Authority decision shall not result in a mandatory  
4 stay of the Issuing Authority=s right to charge the performance bond.

5 Section 12.3 --- REVOCATION OF RENEWAL LICENSE

6 This Renewal License may be revoked by the Issuing Authority, to the extent permitted by law. Any such  
7 revocation of this Renewal License shall be by order entered after an adjudicatory hearing by the Issuing  
8 Authority subject to the appeals provisions of G.L. c. 166A, Section 14. Before any such order is entered,  
9 Licensee shall be given at least sixty (60) days advance written notice, which notice shall set forth the causes  
10 and reasons for the proposed revocation and shall advise Licensee that it will be provided a hearing by the  
11 Issuing Authority pursuant to G.L. c.30A regarding such proposed action before any such action is taken.  
12 Said notice shall state the time, date and place of such hearing . In no event shall such hearing be held less  
13 than thirty (30) days following delivery of such notice to Licensee.

14 Section 12.4 --- NON-EXCLUSIVITY OF REMEDY

15 No decision by the Issuing Authority or the Town to involve any remedy under this Renewal License or  
16 under any statute, law or ordinance shall preclude the availability of any other such remedy, except all  
17 provided in Section 12.2 above and herein. License revocation and specific performance are mutually  
18 exclusive remedies.

19

**SECTION 13**

20

**SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

21 Section 13.1 --- LOCAL BUSINESS OFFICE

22 Licensee shall maintain and operate within the town of Amherst an office for the purpose of receiving  
23 payments or exchanging equipment. The business office shall have a publicly listed local telephone number  
24 and shall be open for walk-in business from 8:00 a.m. to 4:30 p.m. Monday through Friday. In the event there  
25 is necessity for additional office hours, Licensee agrees to discuss such needs with the Issuing Authority.

26 Section 13.2 --- CUSTOMER SERVICE

27 Licensee shall comply with the FCC Customer Service Regulations (47 CFR 76.309) in all respects.

28 Section 13.3 --- SUBSCRIBER SOLICITATION PROCEDURES

29 Licensee shall provide all prospective Subscribers with complete, clear and concise information, in writing  
30 and prior to or at the time of installation of cable service(s), information concerning the following:

1 (1) All services and rates, deposits if applicable, installation costs, service upgrade or downgrade charges  
2 (if any), stolen or lost converter charges and relocation of cable outlet charges.

3 (2) Complete information concerning billing and collection procedures, procedures for ordering changes  
4 in or termination of service(s), and refund policies.

5 (3) Written notification concerning the potential incompatibility of video cassette recorders (VCR's) with  
6 cable service(s), and, if requested, information concerning the cost for installation of said VCR's and the  
7 different methods of installation, if applicable.

8 (4) Complete written information concerning Licensee's privacy policies, pursuant to State and Federal  
9 Law.

#### 10 Section 13.4 --- CONSUMER SALES STANDARDS

11 Licensee shall, in soliciting prospective customers for cable service(s), provide full and complete  
12 information concerning its available cable services and shall, upon request, provide the following:

13 (1) A description of each level of service in detail.

14 (2) A description of the benefits offered by each level of service, such as the number of channels,  
15 programming and exact price.

16 (3) A description of all premium services and prices therefor.

17 (4) A description of the lowest cost service in an objective manner.

18 (5) A description of billing procedures and policies.

19 (6) A summary for the prospective customer what the total bill could be expected to be.

#### 20 Section 13.5 --- CUSTOMER SERVICE PROCEDURES AND NOTICE

21 (a) Licensee shall respond to all requests for service by making a service call at the subscriber=s residence  
22 within two (2) business days of receiving such request. Licensee shall respond to all requests for installation  
23 and disconnection within seven (7) business days of such requests, or at such other time as is mutually agreed  
24 upon by Licensee and said Subscriber; provided, however, that these requirements shall be deemed directory  
25 rather than mandatory during the months of September and October. Licensee=s policies are to give service  
26 calls priority over installation calls.

#### 27 Section 13.6 --- BILLING DISPUTE PROCEDURES

28 In the event that a billing dispute arises, Licensee will resolve said dispute pursuant to regulations adopted  
29 by the Massachusetts Cable Television Commission as outlined in 207 CMR 10.08. Billing disputes must be  
30 submitted in writing to enact the time periods set forth.

1 Section 13.7 --- DISCONNECTION AND TERMINATION OF CABLE SERVICE

2 (a) License shall only disconnect and/or terminate a Subscriber's cable service(s) upon a showing of good  
3 and just cause. In no event shall Licensee disconnect said cable service for nonpayment without the prior  
4 written notification to the affected Subscriber at least eight (8) business days prior to such disconnection or  
5 termination as outlined by the Massachusetts Cable Television Commission in 207 CMR 10.06.

6 (b) Pursuant to Section 13.6 above, said period shall in no case commence during the billing-dispute  
7 resolution period.

8 (c) Upon the issuance of said eight (8) business day disconnection or termination notice above, Licensee  
9 shall meet, at the request of the Issuing Authority or its designee, with the Issuing Authority or designee and  
10 the said Subscriber to negotiate, in good faith, a resolution to the billing dispute.

11 Section 13.8 --- LOSS OF SERVICE -- SIGNAL QUALITY

12 Licensee shall comply with all applicable FCC and Commission statutes, regulations and standards  
13 relating to quality of the Signals transmitted over the Cable Television System. Upon a showing of a  
14 significant number of complaints from Subscribers concerning consistently poor or substandard Signal quality,  
15 the Issuing Authority and Licensee shall enter into good faith discussions concerning possible remedies for  
16 consistent Signal degradation.

17 Section 13.9 --- EMPLOYEE IDENTIFICATION CARDS

18 All of Licensee's employees entering upon private property, including repair and sales personnel, shall  
19 be required to wear an employee identification card issued by Licensee and bearing a picture of said employee.  
20 Employees entering upon private property shall be required to wear said identification card in a conspicuous  
21 place easily seen by Subscribers.

22 Section 13.10 --- PRO-RATED SERVICE

23 In the event that a Subscriber service is terminated, monthly charges for service shall be pro-rated on a  
24 daily basis and, where advance payment has been made by Subscriber, the appropriate refund, if exceeding  
25 one dollar (\$1.00) shall be made by Licensee to the Subscriber within thirty (30) days of such termination.

26 Section 13.11 --- PRIVACY PROVISIONS

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

30 (b) Licensee shall comply with all applicable Federal, State and local laws and regulations respecting  
31 Subscriber and commercial user privacy and shall adhere to applicable industry codes of conduct which

1 promote or enhance Subscriber privacy.

2 Section 13.12 --- MONITORING

3 Neither Licensee or its agents nor the Town or its agents shall tap or monitor, arrange for the tapping or  
4 monitoring, or permit any other person to tap or monitor, any cable, line, Signal, input device, or Subscriber  
5 outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or  
6 commercial user; provided, however, that Licensee may conduct system wide or individually addressed  
7 “sweeps” solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path  
8 transmission, or billing for pay services. Licensee shall report to the affected parties and all appropriate  
9 authorities any instances of monitoring or tapping of the Cable Television System, or any part thereof, of  
10 which it has knowledge, whether or not such activity has been authorized by Licensee. Licensee shall not  
11 record or retain any information transmitted between any Subscriber or commercial user and any third party,  
12 except as required for lawful business purposes. Licensee shall destroy all Subscriber information of a  
13 personal nature after a reasonable period of time except as authorized not to do so by the affected Subscriber.

14 Section 13.13 --- DISTRIBUTION OF SUBSCRIBER INFORMATION

15 Licensee and its agents or employees shall not, without the prior written authorization of the affected  
16 Subscriber or commercial user, provide to any third party, including the Town, data identifying or designating  
17 any Subscriber either by name or address. Said authorization may be withdrawn at any time by the Subscriber  
18 or commercial user by providing written notice to the Licensee. Licensee shall provide annual notice to each  
19 Subscriber or commercial user who has given the aforesaid authorization of each Subscriber's or commercial  
20 user's right to withdraw the authorization. In no event shall such authorization be obtained as a condition of  
21 service or continuation thereof, except as necessary to adequately provide particular services.

22 Section 13.14 --- POLLING BY CABLE

23 No poll or other upstream response of a Subscriber or commercial user shall be conducted or obtained  
24 unless the program of which the upstream response is a part shall contain an explicit disclosure of the nature,  
25 purpose and prospective use of the results the poll or upstream response, unless the program has an  
26 informational, entertainment or educational function which is self-evident. Licensee or its agents shall release  
27 the results of upstream responses only in the aggregate and without individual references.

28 Section 13.15 --- INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION  
29 DECISIONS

30 Licensee or its agents or its employees shall not make available to any third party, including the Town,

1 information concerning the viewing habits or subscription package decisions of any individual Subscriber  
2 without obtaining the Subscriber's prior written consent. If a court authorizes or orders such disclosure,  
3 Licensee shall make reasonable attempts to notify the Subscriber within a reasonable time prior to such  
4 disclosure. Licensee shall provide written notice to each Subscriber when equipment is to be installed on the  
5 Cable Television System which would permit the recording or monitoring of individual viewing habits of such  
6 Subscriber. Such equipment shall be installed only after prior written permission has been granted by the  
7 Subscriber. In no event shall such permission be obtained as a condition of service or continuation thereof.  
8 For any sort of transmission concerning the viewing habits or subscription package decisions of any individual  
9 Subscriber to emanate from a Subscriber=s residence, the subscriber must take some positive action to activate  
10 such transmission. In the event the service requested by the Subscriber by its nature involves the transfer of  
11 information or data from the Subscriber, including without limitation, security services or data transference,  
12 the ordering of the service shall be deemed to include the grant of permission by the Subscriber for the making  
13 available of such information to such parties as is necessary for the provision of the service. Written  
14 permission shall be obtained from the Subscriber prior to further dissemination or distribution by Licensee  
15 of such information.

#### 16 Section 13.16 --- SUBSCRIBER ACCESS TO INFORMATION

17 Subscribers shall be entitled to examine and copy any information developed by Licensee pertaining to  
18 them at Licensee's premises upon reasonable notice and during regular business hours. Copying costs shall  
19 be borne by said Subscriber(s). Licensee shall promptly correct such records upon a reasonable showing by  
20 the Subscriber that information contained therein is inaccurate.

#### 21 Section 13.17 --- PRIVACY STANDARDS REVIEW

22 The Issuing Authority and Licensee will continually review this Section 13 to determine that it effectively  
23 addresses appropriate concerns about privacy. This section may be amended periodically by agreement of the  
24 Issuing Authority and Licensee.

25

### **SECTION 14**

26

### **REPORTS AND PERFORMANCE TESTS**

#### 27 Section 14.1 --- CONSTRUCTION REPORTS

28 Licensee shall furnish the Issuing Authority with progress reports indicating in detail the progress in, and  
29 areas of, construction and upgrade of the Cable Television System. Said reports shall be furnished to the  
30 Issuing Authority on a quarterly basis during any rebuild, starting with the Effective Date of this license.

1 Section 14.2 ---FINANCIAL REPORTS

2 Licensee shall furnish the Issuing Authority, no later than ninety (90) days after the end of Licensee's  
3 Fiscal Year a sworn statement of its revenues pertaining to the Pelham Cable Television System only,  
4 including the information contained on CATV Commission Form 300, lines 4000-4230 and line 6100;  
5 provided, however, that said information shall be for official use only. Licensee shall also provide a financial  
6 balance sheet and statement of ownership for Amherst and Pelham only (CATV Commission form 200),  
7 which shall be open for public inspection. Said statements and balance sheet shall be sworn to by the person  
8 preparing same and by Licensee or an officer of Licensee.

9 Section 14.3 --- NUMBER OF SUBSCRIBERS

10 Licensee shall file with the Issuing Authority a report containing the number of Subscribers, as of  
11 December 31st, and the number of connections and disconnections. Said report shall be filed annually with  
12 the Financial Reports required pursuant to Section 14.2 above.

13 Section 14.4 --- LINE EXTENSION REPORT

14 During the first through third years after the commencement of this Renewal License, Licensee shall file  
15 with the Issuing Authority, at least bi-annually, a report detailing the areas in the Town in which the Cable  
16 System has been extended during said reporting period, the dates of said extensions and the number of  
17 households capable of receiving cable service(s). In succeeding years, Licensee shall file said report on an  
18 annual basis.

19 Section 14.5 --- SUBSCRIBER COMPLAINT REPORT

20 To the extent required by G.L. c. 166A, Section 10, every three (3) months, beginning from the Effective  
21 Date of this Renewal License, Licensee shall notify the Issuing Authority, on forms prescribed by the  
22 Commission, of complaints of Subscribers received during the reporting period and the manner in which the  
23 complaints have been met, including the time required to make any necessary repairs or adjustments.

24 Section 14.6 --- SERVICE INTERRUPTION REPORT

25 Licensee shall submit, on a form prescribed by the Commission, a list of all significant service  
26 interruptions. Said report shall be submitted with the Subscriber Complaint Report required in Section 14.5  
27 above.

28 Section 14.7 --- INDIVIDUAL COMPLAINT REPORTS

29 Licensee shall, within ten (10) days after receiving a written request therefor, send a written report to the  
30 Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the

1 investigation, finding(s) and corrective steps taken.

2 Section 14.8 --- BI-ANNUAL PERFORMANCE TEST

3 Proof of performance tests made to ensure compliance with FCC standards for system technical operation  
4 shall be available in the Licensee=s Public Files.

5 Section 14.9 --- QUALITY OF SERVICE

6 Where there exists other evidence which in the reasonable judgment of the Issuing Authority casts doubt  
7 upon the reliability or technical quality of cable service(s), the Issuing Authority shall have the right and  
8 authority to require Licensee to test, analyze and report on the performance of the Cable System. Licensee  
9 shall fully cooperate with the Issuing Authority in performing such testing and shall prepare the results and  
10 a report, if requested, within thirty (30) days after notice for the same. Such report shall include the following  
11 information:

- 12 (1) the nature of the complaint or problem which precipitated the special tests;
- 13 (2) the system component tested;
- 14 (3) the equipment used and procedures employed in testing;
- 15 (4) the method, if any, in which such complaint or problem was resolved;
- 16 (5) any other information pertinent to said tests and analysis which may be required.

17 The Issuing Authority may require that said tests be supervised by a professional engineer who is not an  
18 employee or agent of Licensee.

19 Section 14.10 --- DUAL FILINGS

20 Licensee shall make available to the Town at the Licensee=s expense, a copy of any petitions or  
21 communications with any State or Federal agency or Commission pertaining to any aspect of the Cable  
22 System operation hereunder or the financial arrangement therefor, except for submissions which are  
23 proprietary and considered for "official use only."

24 In the event that either party requests from any state or federal agency or commission a waiver or advisory  
25 petition, it shall immediately notify the other party in writing of said request, petition or waiver.

26 Section 14.11 --- ADDITIONAL INFORMATION

27 At any time, upon the reasonable request of the Issuing Authority, Licensee shall make available any  
28 further information which may be required to establish Licensee=s compliance with its obligations pursuant  
29 to this Renewal License. To the extent consistent with applicable laws and the express requirements of this  
30 Renewal License, all documents submitted by Licensee for inspection by the Issuing Authority, including

1 without limitation Reports required by Section 14, shall be kept confidential and utilized by the Issuing  
2 Authority only for the purposes set forth in this Renewal License. Licensee shall have the right to require that  
3 examination of its records be conducted on its premises.

4 **SECTION 15**  
5 **EMPLOYMENT**

6 Section 15.1 --- EQUAL EMPLOYMENT OPPORTUNITY

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

9 **SECTION 16**  
10 **MISCELLANEOUS PROVISIONS**

11 Section 16.1 --- LICENSE AS CONTRACT UNDER SEAL

12 Upon its execution by the Issuing Authority and Licensee this Renewal License shall be deemed to  
13 constitute a contract under seal by and between Licensee, on the one hand, and the Board of Selectmen of the  
14 Town of Pelham, on the other hand.

15 Section 16.2 --- ENTIRE AGREEMENT

16 This instrument contains the entire agreement between the parties, supersedes all prior agreements or  
17 proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument  
18 in writing executed and agreed to by both parties.

19 Section 16.3 --- CAPTIONS

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

23 Section 16.4 --- SEVERABILITY

24 If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal,  
25 invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency  
26 having jurisdiction thereof, such determination shall have no effect on the validity of any other section,  
27 sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term  
28 of this Renewal License.



1 Section 16.5 --- FORCE MAJEURE

2 If by reason of force majeure either party is unable in whole or in part to carry out its obligations  
3 hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The  
4 term "force majeure" as used herein shall be any cause or event not reasonably within the control of the  
5 disabled party.

6 Section 16.6 --- REMOVAL OF ANTENNAS

7 Licensee shall not remove any television antenna of any Subscriber but shall, at cost, offer to said  
8 Subscriber and maintain an adequate switching device to allow said Subscriber to choose between cable and  
9 non-cable television reception.

10 Section 16.7 --- SUBSCRIBER TELEVISION SETS

11 Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio  
12 sets; provided, however, that Licensee may make adjustments to television sets in the course of normal  
13 maintenance.

14 Section 16.8 --- COST OF PUBLICATION

15 Licensee shall assume all costs for the publication, printing and distribution of this Renewal License, to  
16 a limit of one hundred (100) copies.

17 Section 16.9 --- TERM

18 All obligations of Licensee and the Issuing Authority as set forth in this Renewal License shall commence  
19 upon the expiration of the existing license and shall continue for the term of this Renewal License except as  
20 expressly provided for herein.

21 Section 16.10 --- ISSUING AUTHORITY'S DESIGNEE

22 In the event that the Issuing Authority's designee is other than the Chairman of the Board of Selectmen,  
23 the Issuing Authority shall notify Licensee in writing of said designee.

24 Section 16.11 -- THIRD PARTY BENEFICIARY RIGHTS

25 By entering into this Renewal License, Licensee and the Town have no intent to create third party  
26 beneficiary rights in any Person or in the Town of Amherst.

27 Section 16.12 --- SIGNAL TRANSPOSITION

28 Whenever the Licensee transposes any television signal from the channel on which it was originally  
29 broadcast so that it is received on a different channel on the receiving sets of subscribers, it shall at least one  
30 (1) month prior to such transposition notify its subscribers in writing of such transposition and provide them  
31 with a marker suitable for mounting on television receivers indicating the fact of such transposition.

1 Section 16.13 --- EQUAL OPPORTUNITY FOR POLITICAL CANDIDATES

2 If the Licensee permits any person who is a legally qualified candidate for any public office to employ the  
3 facility of its system or originate and disseminate political campaign material, it shall afford equal  
4 opportunities to all other such candidates for the same office to use such facilities to originate and disseminate  
5 any views concerning a controversial issue of public importance, and shall afford reasonable opportunity for  
6 the presentation over its facilities of contrary points of view.

7 SECTION 16.14 --- SERVICE INTERRUPTION

8 In the event its service to any subscriber is interrupted for twenty-four (24) or more consecutive hours  
9 the Licensee will grant such subscriber a pro rata credit or rebate.

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**SCHEDULE 2.5**  
**PUBLIC WORKS DEPARTMENT PROCEDURES**

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**SCHEDULE 2.5**

**PUBLIC WORKS DEPARTMENT PROCEDURES**

**5.09 PUBLIC WAYS**

5.09.01 No construction, digging, installation, or placement of objects or structures shall be allowed within the right-of-way lines of the public ways, except by written permission from the Board of Selectmen.

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**SCHEDULE 3.2(b)**  
**I-NET MAP**

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**SCHEDULE 3.2(c)**  
**PUBLIC AND OTHER BUILDINGS TO BE CONNECTED**  
**TO THE INSTITUTIONAL NETWORK**

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**SCHEDULE 3.2(e)**  
**PUBLIC AND OTHER BUILDINGS TO BE CONNECTED**  
**TO THE INSTITUTIONAL NETWORK**

- Rhodes Building/Town Office, 351 Amherst Road, Pelham
- Pelham Elementary School, 45 Amherst Road, Pelham
- Old Town Hall, 376 Amherst Road, Pelham
- Municipal Building or Police/Fire Department, 2 So. Valley Road, Pelham

**LICENSEE INSTALLATION COSTS**

**Internal cable:**

- The first 150= are provided at no charge for customers pre-wiring homes..
- More than 150= is charged at \$0.09/foot for customers pre-wiring homes.

**Underground cable:**

- The first 150= are provided at no charge.
- The following charges apply to distances greater than 150=;
- RG-6 for trenches up to 250= = \$0.09/foot for cable.
- RG-11 for trenches from 250= to 400= = \$0.15/foot for cable.
- Plant extensions for distances over 400=, refer to Section 5.4a.
  
- Road Bores to service homes = \$10.00/foot, price includes labor.
- Installing U/G drops to house = \$1.40/foot, includes labor.

**Prices are subject to change pending material costs, labor costs, and install rates. For current install rates refer to channel/rate card.**

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**SCHEDULE 5.2(b)**  
**LINE EXTENSIONS**



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**SIGNATURE PAGE**

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In witness whereof, this Agreement is hereby signed and sealed by the parties, duly authorized, at

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Pelham, Massachusetts.

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Town of Pelham

Cox Communications Amherst, Inc.

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Board of Selectmen

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Town of Pelham, Massachusetts

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By: \_\_\_\_\_

By: \_\_\_\_\_

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Jeanne Shumway

Jayson R. Juraska

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\_\_\_\_\_

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Sharyn Wentworth

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Andy Lichtenberg

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