



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

From the Wayland Cable Advisory Committee

October 22, 2010

This Acrobat document contains a number of individual documents, collected to make a comprehensive package. The individual documents are the following:

- A Summary of the Principal Terms of the Comcast Renewal License, prepared by the Committee.
- The Renewal License granted to Comcast, consisting of three documents, all included here:
 1. The license itself;
 2. A side letter relieving Comcast of responsibility for maintaining the Institutional Network (I-Net);
 3. A side letter stating Comcast's intention to continue providing a Senior Discount to qualifying subscribers.

Further, during the hearing preceding the grant of Comcast's Renewal License, Comcast's representative gave assurances to Wayland's Board of Selectmen (BoS) on three points:

1. Comcast recognizes that the Town may not be ready to carry the video return on its Municipal Area Network (MAN) at the date specified in the Renewal License and will continue carrying video return until the Town is ready;
 2. The allowance (up to \$10,000) that Comcast will provide for relocating Comcast's link to the new studio location (required by construction of a new High School) is based on a near-worst-case estimate;
 3. Comcast will not downgrade the level of service, provided to certain Town and School buildings without charge, to the lowest level - as allowed by the Renewal License.
- These assurances are detailed in item A3 of the BoS Meeting Minutes of September 20, 2010, which are also included.

In addition, before granting the Renewal License to Comcast, a Memorandum of Agreement with Verizon was signed that, among other items, provides financial support for the transition from the Comcast I-Net to the MAN.

- This Memorandum is also included.

Please note that all documents in this package are "searchable" except for most of the few individual pages that contain signatures.

For the Committee,

Steven Allen, Chair

Summary of Principal Terms of Proposed Comcast Renewal License

A. Grant of License, Term, and I-Net

- The Town grants a non-exclusive renewal license to Comcast of Massachusetts I, Inc. to provide cable TV service to all Town residences, businesses and multi-resident dwelling units.
- Term of License: 10 years (to 9/16/2020), the legal maximum, thus ending before the current Verizon license which terminates 1/21/2023.
- Comcast to discontinue carrying video return from Town and School buildings to studio over its I-Net. Town to carry video return over its fiber networks.

B. Financial Considerations

- Payments to Town for programming for local channels carrying public, educational and governmental (PEG) programming – currently provided by Wayland Cable Access and Media, Inc. (WayCAM), which oversees the local access studio.
- PEG access support (annual payments for the maintenance of the PEG access channels and related PEG costs) restructured from fixed annual amounts to percent of Gross Income, matching the Verizon license scheme.
 - Increases Comcast's effective ~ 2% support before Verizon license to 4.6%.
 - Verizon's rate, per their license, will drop from current, one year, 5% to match the 4.6% to be paid by Comcast.
 - Anticipated combined annual support – over \$180,000.
- PEG grant (for the acquisition of capital equipment and related PEG costs): \$150,000, of which \$75,000 is payable in 45 days and \$75,000 on first anniversary of license issue. Per intent of the Memorandum of Agreement between Town and WayCAM, this money is transferred to WayCAM for equipment needs.
- Compensation to Town from Comcast for ending I-Net obligation – \$50,000, payable within 60 days of agreement.
- Contribution from Verizon, by revision of Verizon's License, to help defray the cost of providing video return over the Town's fiber networks – \$30,000, payable at the end of Verizon's obligation to pay Comcast for I-Net use (when all video return is carried by the Town).
- Comcast to absorb up to \$10,000 for relocating their Fiber Link from studio to Comcast's facility in Needham as a result of new access studio location.

C. Services provided to the Town and Subscribers

- Comcast will provide three PEG channels, matching the de facto count of Verizon channels. PEG programming will be carried as part of Comcast's basic program package at no additional cost to subscribers.
- Comcast will continue to provide cable TV drops and Basic Service to public and school buildings at no cost.

**CABLE TELEVISION
RENEWAL LICENSE**

Granted To

Comcast of Massachusetts I, Inc.

Granted By

**THE BOARD OF SELECTMEN
TOWN OF WAYLAND
MASSACHUSETTS**

Effective Date: September 17, 2010

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RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts I, Inc., (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Wayland, Massachusetts (hereinafter the "Town"), said license having commenced on September 17, 2000;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated October 17, 2007 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated May 16, 2010;

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

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

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

ARTICLE 1

DEFINITIONS

SECTION 1.1 – DEFINITIONS

For the purpose of this Renewal License, the following defined words, terms, phrases and their derivations and abbreviations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

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

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

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

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

(e) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public

Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

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

(g) Cable Division – shall mean the Cable Division of the Massachusetts Department of Telecommunications and Cable established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A) or its successor.

(h) Cable Service or Service – shall mean the one-way transmission to subscribers of (i) video programming; or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(i) Drop – shall mean the coaxial cable or fiber that connects a home or building to the feeder cable of the Subscriber Network or the Licensee's Institutional Network.

(j) Effective Date – shall mean September 17, 2010.

(k) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(l) Franchise Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Wayland and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(m) Gross Annual Revenues – The revenues received by the Licensee and/or its Affiliates from the operation of the Cable System in the Town of Wayland to provide Cable Service, including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; any and all other Cable Service fees and charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar charges; interest earned on all Subscriber fees and/or charges collected; all digital Cable Service revenues; fees paid on all Subscriber fees (“Fee-on-Fee”); all Commercial Subscriber Cable Service revenues (including bulk account revenues); Pay Cable, Premium Services and Pay-Per-View revenues; converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; fees paid for channels designated for commercial use; leased access revenues; home shopping revenues; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising revenues, advertising revenues for purposes herein shall be deemed to be the pro-rata portion of the advertising revenues accrued by such Affiliate or other Person for such Affiliate’s or other Person’s use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly from or in connection with the operation of the Cable System to the extent that said revenue is derived through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting Principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(n) Headend – shall mean the Licensee’s electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming signals for distribution over the Cable System.

(o) I-Net Obligation Termination Date – shall mean the date upon which the Licensee is no longer responsible for the providing, operating or maintaining the I-Net described in Section 3.9 of this Renewal License.

(p) Issuing Authority – shall mean the Board of Selectmen of the Town of Wayland, Massachusetts, or the lawful designee thereof.

(q) Licensee – shall mean Comcast of Massachusetts I, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(r) License Fee – shall mean the payments to be made by Licensee to the Town of Wayland and the Commonwealth of Massachusetts, which shall have the meaning as set forth in M.G.L. c. 166A, § 9.

(s) Normal Business Hours – Those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evenings at least one (1) night per week and/or some weekend hours.

(t) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(u) Pay Cable or Premium Services – Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(v) Pay-Per-View: – Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(w) PEG Access User or Access User – shall mean a Person utilizing the Cable Television System, including any related facilities for purposes of production and/or transmission of PEG Access Programming, as opposed to utilization solely as a Subscriber.

(x) PEG Access Programming – shall mean non-commercial programming produced in accordance with 47 U.S.C. 531 and this Renewal License.

(y) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority.

(z) Public, Educational and Governmental (PEG) Access Channel – A Licensee-owned video channel which the Licensee shall make available to the Town of Wayland, designees of the Town of Wayland, and Access users, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, local clubs and organizations, institutional and similar organizations.

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

(ab) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the Town of Wayland for compatible uses, which shall entitle Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the Town of Wayland for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Licensee to the use thereof for the purposes of installing, operating, and maintaining Licensee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(ac) Renewal License or License – shall mean this Renewal License and any amendments or modifications in accordance with the terms herein.

(ad) Standard Installation – The installation which can be completed using a Drop of up to one hundred twenty-five feet (125 ft.).

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

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

(ag) Town – shall mean the Town of Wayland, Massachusetts.

(ah) Trunk and Distribution System – That portion of the Cable System for the delivery of Cable Services, but not including Drop Cables to Subscribers' residences.

(ai) Video Programming or Programming – shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A and the Cable Act, the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Massachusetts I, Inc., a Massachusetts corporation, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Wayland.

(b) This Renewal License is granted under and in compliance with the Cable Act and M.G.L. c. 166A, and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

This term of this non-exclusive Renewal License shall be for a period of ten (10) years, commencing on September 17, 2010 and shall terminate at midnight on September 16, 2020.

SECTION 2.3 - RENEWAL

(a) In accordance with the provisions of federal law, M.G.L. c. 166A, § 13 and applicable regulations, this Renewal License shall be subject to additional renewals for periods not to exceed ten (10) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by the Licensee and the Issuing Authority and shall contain such terms as Licensee and the Issuing Authority may then agree.

SECTION 2.4 - RESERVATION OF AUTHORITY

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

SECTION 2.5 - NON-EXCLUSIVITY OF LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Wayland; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

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

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

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall negotiate, in good faith, equitable amendments to this Renewal License within a reasonable time.

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

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

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

SECTION 2.6 – POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town and its right to adopt and enforce generally applicable by-laws in the lawful exercise of its police powers to the extent permitted by applicable law, with respect to the safety and welfare of the public. The Licensee shall comply with all applicable Town by-laws and lawful regulations, provided such are not specific to this License, the Licensee and/or Cable System. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of competent jurisdiction. Nothing in this Section 2.6 shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town by-law or regulation.

SECTION 2.7 – REMOVAL OR ABANDONMENT

Upon termination of this Renewal License by passage of time or otherwise, unless; (1) the Licensee has its license renewed for another term; or (2) the ownership of the Cable Television System is transferred to another Person with written approval by the Issuing Authority in accordance with applicable law and pursuant to Section 2.8 below and the transferor of the Renewal License has already complied with the requirements of this Section 2.7 or (3) unless otherwise operating under the terms of this Renewal License as allowed by applicable law, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition as is reasonably possible and as soon as reasonably possible. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned. Upon written request of the Licensee, the Issuing Authority may waive this requirement for good cause shown.

SECTION 2.8 – TRANSFER OF THE RENEWAL LICENSE

(a) Pursuant to M.G.L. c. 166A, Section 7, as may be amended from time to time, neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the FCC and/or the Cable Division. Pursuant to 207 CMR 4.01(2), a transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under M.G.L. c. 166A, Section 7. Pursuant to 207 CMR 4.00 an “affiliated company” is any person or entity who owns or controls, is owned or controlled by, or is under common ownership or control with, such person or entity”. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application. As required by federal and/or state law or regulations, the Issuing Authority shall within thirty (30) days of receiving a request for consent, notify the Licensee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Issuing Authority has not taken action on Licensee’s request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

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

SECTION 2.9 – EFFECT OF UNAUTHORIZED TRANSFER ACTION

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

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable by applicable law.

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

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) Licensee shall make Cable Service available to every residential dwelling unit within the Town provided the Licensee is able to obtain any necessary easements, permits and/or permission from owners of property and multiple dwelling units. For non-Standard Installations, the Licensee shall offer Cable Service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations.

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

SECTION 3.2 – INSTALLATION CHARGES

Any dwelling unit within one hundred twenty-five feet (125 ft.) from the feeder cable shall be entitled to a Standard Installation rate, unless the sub-surface of an underground installation is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). All other installations are considered non-standard installations. All non-standard installations

shall be provided at a rate established by the Licensee in accordance with applicable federal and state law and regulations, and upon request, subscribers shall be provided an itemized cost estimate for the same prior to acceptance of the terms for such non-standard drop.

SECTION 3.3- SUBSCRIBER NETWORK

Licensee shall own, operate and maintain the Cable Television System, to a minimum bandwidth of 750MHz to Wayland Subscribers.

SECTION 3.4 – LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall own, operate and maintain the Cable Television System within the Town. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable and legally enforceable state and local laws and regulations.

SECTION 3.5 - CABLE DROPS TO PUBLIC BUILDINGS

(a) Licensee shall maintain active Subscriber Network Drops, Outlets and Basic Cable Service, at no charge to the Town, to each Public Building, public school, police and fire stations, public libraries and other Public Buildings as designated, in writing, by the Issuing Authority within the Town, listed in **Exhibit 3.5** attached hereto.

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

Town or any designated institution for said installation along the cable route and the provision of monthly Basic Cable Service, and related maintenance.

(c) Nothing in this Section shall require Licensee to move existing or install additional Drops or Outlets at no charge to those existing buildings included in **Exhibit 3.5**, or to move existing or install additional Drops or Outlets to buildings in which Drops or Outlets are hereinafter installed pursuant to subsection (b) above.

(d) It is understood that the Licensee shall not be responsible for any internal wiring of such Public Buildings other than required to install the Drop or Outlet required pursuant to this Section 3.5.

SECTION 3.6 - PARENTAL CONTROL CAPABILITY

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

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

SECTION 3.7 - EMERGENCY ALERT OVERRIDE CAPACITY

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

SECTION 3.8 - SYSTEM TECHNICAL SPECIFICATIONS

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

SECTION 3.9 – INSTITUTIONAL NETWORK

(a) From the Effective Date of this Renewal License until the I-Net Obligation Termination Date, the Licensee shall continue to own, operate and maintain the existing Institutional Network (“I-Net”) and the I-Net Drops and Outlets located within the I-Net locations listed in **Exhibit 3.9**, to be utilized by the Issuing Authority and its designee(s) solely for PEG Access video return. The Licensee shall hold all rights and title in the physical property of the I-Net, but shall provide the Issuing Authority and its designee(s) the exclusive right to use the I-Net, without charge to the Issuing Authority and its designee(s) for PEG Access video return. Nothing in this Section 3.9(a) shall obligate the Licensee to operate, maintain, repair or replace the Town’s or its designee’s end-user equipment.

(b) From the I-Net Obligation Termination Date through the end of this Renewal License, the Licensee shall have no further responsibility to operate or maintain an I-Net within the Town. Licensee shall maintain ownership of all plant, electronics and other components of the existing Licensee-owned I-Net which is located within the Public Way.

(c) The Issuing Authority shall provide the Licensee with thirty (30) day written notice of the I-Net Obligation Termination Date, which termination date shall be not later than December 31, 2010.

(d) From the Effective Date of this Renewal License until the I-Net Obligation Termination Date, the I-Net shall be operated and maintained in compliance with applicable FCC Rules and Regulations, including as prescribed by 47 CFR Part 76 for video with accompanying audio signals provided by a Cable System.

ARTICLE 4
TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 – SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws of general applicability, codes and regulations, including but not limited to OSHA regulations, the Massachusetts Electrical Code, the National Electrical Safety Code, the National Electrical Code, and the rules and regulations of the FCC, the rules and regulations of the Cable Division, any other applicable Massachusetts laws and regulations, applicable Town bylaws and regulations, and all applicable land use restrictions as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

SECTION 4.2 – REPAIRS AND RESTORATION

Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by Licensee upon written demand by the Issuing Authority. However, prior to such repair or restoration the Town should submit a written estimate to Licensee of the actual cost of said repair or restoration.

SECTION 4.3 – UNDERGROUND FACILITIES

(a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility company, the Licensee shall likewise place its facilities underground at no cost to the Town.

(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement sub-grade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law. In the event the Town develops an undergrounding project for which it plans to utilize Town funds to reimburse utilities

for the cost of said undergrounding, it shall notify the Licensee of such and discuss with the Licensee how the Licensee may be eligible for such funding consistent with equitable principles and applicable law.

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

SECTION 4.4 - TREE TRIMMING

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

SECTION 4.5 – STRAND MAPS

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

SECTION 4.6 – BUILDING MOVES

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

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

SECTION 4.7 – DIG SAFE

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

SECTION 4.8 – DISCONNECTION AND RELOCATION

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

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

SECTION 4.9 –RIGHT TO INSPECTION

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

SECTION 4.10 – PRIVATE PROPERTY

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

SECTION 4.11 – PEDESTALS

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

SECTION 4.12 – SERVICE INTERRUPTIONS

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing, constructing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers.

ARTICLE 5 PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

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

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit 5.2**. Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Licensee.

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

SECTION 5.3 - REMOTE CONTROLS

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

SECTION 5.4 - STEREO TV TRANSMISSIONS

All broadcast signals that are transmitted to Licensee's Headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

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

SECTION 5.6 – A/B SWITCH

An A/B switch shall be available to all Subscribers at a cost in compliance with applicable law and/or regulation.

SECTION 5.7 – CONTINUITY OF SERVICES

It shall be the right of all Subscribers to receive Cable Service insofar as Subscribers honor their financial and other obligations to the Licensee; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Cable Service interruptions or as a result of Cable System or equipment failures. When necessary, if non-routine Cable Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance as set forth in Section 4.13 above.

SECTION 5.8 – COMMERCIAL ESTABLISHMENTS

The Licensee shall make Cable Service available to any commercial establishment in the Town provided that said establishment(s) agrees to pay for installation, any required line extension, and monthly subscription costs as established by the Licensee.

ARTICLE 6
PUBLIC ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) Use of channel capacity for Public, Educational and Governmental (“PEG”) Access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG Access use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee shall not exercise editorial control over any PEG Access use of channel capacity, except Licensee may refuse to transmit any Public Access program or portion of a Public Access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act, to the extent allowed by applicable law. The Issuing Authority and/or its designee shall be responsible for developing, implementing, interpreting and enforcing rules for the PEG Access Channels and PEG Access operations in accordance with applicable law. The PEG Access Channels shall be provided on the Basic Cable Service tier to the extent said tier is required pursuant to applicable law or regulations or otherwise provided by the Licensee, but may be placed on a different tier upon mutual agreement by the Issuing Authority and the Licensee.

(b) Licensee shall provide three (3) channels for PEG Access, to be used for PEG Access Programming provided by the Issuing Authority and/or its designee.

(c) Pursuant to Section 611 of the Cable Act (47 USC 531), in the event the Issuing Authority, its designee(s) or other PEG Access User elects not to program a PEG Access Channel for a period of one hundred twenty (120) days or more, the Licensee may thereafter use such channel capacity that is not being used for PEG Access purposes, subject to the right of the Issuing Authority to reclaim said channel capacity for its PEG Access use or the PEG Access use

of its designee(s) or other Access users with written notice of one hundred twenty (120) days to the Licensee.

(d) The Licensee shall not change the PEG Access Channel locations, without advance reasonable written notice to the Issuing Authority and its designated Access Provider.

(e) Said PEG Access Channel shall be used to transmit PEG Access Programming to Subscribers without charge to the Town, the public schools, any organizations serving the Town or Access users.

(f) The PEG Access Channels may not be used to cablecast for-profit or commercial programs in any fashion.

(g) The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at the same FCC technical standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions.

SECTION 6.2 - PEG ACCESS PROVIDER

The Town and/or an Access Provider, as designated by the Issuing Authority, shall provide services to PEG access users and the Town as follows:

- (a) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.1, above;
- (b) Manage the annual funding, pursuant to Section 6.4 below;
- (c) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.5 below;
- (d) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (e) Provide technical assistance and production services to PEG Access Users;
- (f) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (g) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;

- (h) Assist PEG Access Users in the production of Video Programming of interest to Subscribers and issues, events and activities; and
- (i) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

SECTION 6.3 – PEG ACCESS CABLECASTING

(a) The Licensee shall continue to be responsible for equipment to enable PEG Access Programming, originating and aggregated at the current and future locations of the PEG Access studio to be furnished over the Licensee's Subscriber Network throughout the term of this Renewal License, subject to this Section 6.3 (d), provided, however, that the Issuing Authority or its designee(s) shall be responsible for all Issuing Authority-owned, or its designee-owned, modulators or their equivalent located within said current and future PEG Access studio locations. Said PEG Access Programming shall be carried upstream to Licensee's Headend via a Licensee-owned fiber link ("Fiber Link"), and shall be returned downstream on the appropriate Licensee-owned Subscriber Network PEG Access channel.

(b) Prior to the I-Net Obligation Termination Date, the Licensee shall, in accordance with Section 3.9 above, continue to provide PEG Access origination capability for PEG Access Programming from the I-Net locations listed in Exhibit 3.9.

(c) If on the I-Net Obligation Termination Date the PEG Access studio serving the Town is still operating at its current location at the existing Wayland High School, 264 Old Connecticut Path, the Licensee shall transport PEG Access Programming, originating or aggregated by the Town and/or its designee at the current PEG Access studio, to the Licensee's Headend in accordance with Section 6.3 (a) above.

(d) Within twelve (12) months after the Effective Date of this Renewal License, the Issuing Authority shall notify the Licensee in writing of the location selected for the new PEG Access studio. The Issuing Authority shall thereafter provide the Licensee with a written notice to

proceed, and within six (6) months after the written notice to proceed by the Issuing Authority, the Licensee shall provide (including the provision of any necessary equipment, such as optical transmitters and receivers) the Fiber Link in accordance with Section 6.3 (a) above, to the new PEG Access studio. If requested by the Issuing Authority, the Licensee shall, within a reasonable period of time after a written request by the Issuing Authority, provide a written estimate of the projected cost of the Fiber Link, and shall discuss the specifics of such estimate with the Issuing Authority or its designee(s). The Licensee's obligation to provide said Fiber Link is limited to a cost of up to Ten Thousand Dollars (\$10,000), said cost to be estimated, in good faith, by the Licensee. The Licensee shall be obligated hereunder to provide a Fiber Link costing in excess of Ten Thousand Dollars (\$10,000) conditioned upon payment by the Town or its designee of one-half (1/2) of such additional cost prior to the commencement of construction. The second half of the payment for such additional cost shall be made by the Town or its designee within thirty (30) days of completion of said Fiber Link.

(e) When the new PEG Access studio is operational and ready to transmit PEG Access Programming, as described in Section 6.3(a) above, the Licensee shall transport, process and cablecast all PEG Access Programming.

SECTION 6.4 – PEG ACCESS SUPPORT

(a) Licensee shall provide payments to the Issuing Authority or its designee for PEG Access and other cable related purposes, including, among other things, salary, operating and other related expenses connected to PEG Access operations and programming, in an amount equal to four and six-tenths percent (4.6%) of Gross Annual Revenues, as defined in Section 1.1(m) above.

(b) The first payment shall be made on November 15, 2010 for the period of September 17, 2010 through September 30, 2010. Quarterly thereafter, Licensee shall provide payments by

each February 15th, May 15th, August 15th and November 15th, based on the Gross Annual Revenues from the previous calendar quarter.

(c) On or before October 1, 2010, the Licensee shall make a prepayment to the Issuing Authority or its designee in the amount of Forty-Thousand Dollars (\$40,000) to be used for PEG Access and other cable related purposes. Said prepayment shall be deducted in four (4) equal amounts of Ten Thousand Dollars (\$10,000) from the quarterly PEG Access Support payments due on or before February 15, 2011, May 15, 2011, August 15, 2011, and November 15, 2011.

(d) The Licensee shall file with each of the payments pursuant to this Section 6.4, a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the Gross Annual Revenue as defined in Section 1.1(m), for the preceding three (3) month reporting period. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(m).

(e) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at the Prime Rate at the Federal Reserve Bank of Boston or its successor.

SECTION 6.5– PEG ACCESS CAPITAL PAYMENT

(a) The Licensee shall provide the following capital payments to the Issuing Authority and/or its designee, as directed by the Issuing Authority, for PEG Access equipment and/or facilities:

(i) Seventy-Five Thousand Dollars (\$75,000) within forty-five (45) days of the Effective Date of this Renewal License; and

(ii) Seventy-Five Thousand Dollars (\$75,000) on the first Anniversary of the Effective Date of this Renewal License.

SECTION 6.6 - NON-COMMERCIAL PROGRAMMING

The Issuing Authority and its designee(s) shall not use the designated PEG Access Channels, equipment, or other facilities to provide for-profit commercial Programming. Nothing in this Section 6.6 shall prohibit the Issuing Authority or its designee from having memberships, sponsorships, underwriting or acknowledgements (such as the underwriting and acknowledgments displayed by the Public Broadcasting System), to the extent not otherwise prohibited by applicable law or regulations.

SECTION 6.7 – REPORT OF DISBURSEMENTS

(a) At the written request of the Licensee, on or before February 15th, the Issuing Authority, or its designee, shall submit to the Licensee a written report showing actual disbursements made of the funds provided pursuant to this License to an Access Provider during the past calendar year.

(b) Said report shall detail the allocation of funds received pursuant to this Renewal License.

(c) If upon review of the report, the Licensee believes that any use of the funds by the Issuing Authority or its designee have been inappropriate, the Licensee may submit a written request for a hearing before the Issuing Authority. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. After such hearing, the Issuing Authority shall submit a written response to the Licensee stating its assessment of the use of funds. If the Issuing Authority and Licensee agree that funds have not been used appropriately, the Issuing Authority shall take the necessary measures to better assure future funds are expended appropriately.

(d) If upon receipt of a subsequent report, the Licensee believes that the use of funds again has not been appropriate, the Licensee may, in writing, request another hearing before the

Issuing Authority. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. Providing the Issuing Authority finds in accordance with the Licensee's beliefs, the Issuing Authority shall take appropriate action(s) to put safeguards in place to provide for the appropriate use of the funds.

ARTICLE 7

FRANCHISE FEES AND LICENSE FEES

SECTION 7.1 – LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such other amount as may in the future be allowed pursuant to state and/or federal law. The number of Subscribers, for purposes of this Section 7.1, shall be calculated in compliance with applicable law(s).

SECTION 7.2 – FRANCHISE FEE

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

SECTION 7.3 – PAYMENT

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, no later than March 15th of each year, unless provided for otherwise under applicable law.

SECTION 7.4 – OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Licensee or any Affiliated Person shall be required to pay to the Town, or to any state or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges of general applicability shall be used as offsets or credits against the License Fee or Franchise Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit the authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such services over the Cable System.

SECTION 7.5 – LATE PAYMENT

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

SECTION 7.6 – RECOMPUTATION

(a) Tender or acceptance of any payment, including any payment of a License Fee or any payment required in Article 6 of this Renewal License shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under Article 6 or Article 7. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, and shall occur in no event later than two (2) years after the subject payment has been tendered.

(b) If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have thirty (30) business days after a written request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s) at its expense.

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

SECTION 7.7 – AFFILIATES USE OF SYSTEM

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

SECTION 7.8 – METHOD OF PAYMENT

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

ARTICLE 8

RATES AND CHARGES

SECTION 8.1 - RATES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law.

(b) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all Cable Service offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto, including any changes thereto.

(c) At the time of initial solicitation or installation of Cable Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade Service or terminate Service altogether without any charge. Change of Cable Service policies shall be in compliance with 207 CMR 10.00 et seq.

(d) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other license/franchise requirements, may be passed through to the Subscribers in accordance with federal law.

SECTION 8.2 – RATE REGULATION

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

SECTION 8.3 – CREDIT FOR SERVICE INTERRUPTION

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

ARTICLE 9

CUSTOMER SERVICE, SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

SECTION 9.1 – TELEPHONE ACCESS

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

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

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions (as defined in §76.309(c)(4)(ii), telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standard shall be met no less than ninety (90%) percent of the time under normal operating conditions, measured on a quarterly basis.

(d) Pursuant to 47 C.F.R. §76.309(c)(1)(B), a Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operation conditions.

SECTION 9.2 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) business days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible,

and the Licensee shall make reasonable efforts to install at times convenient to Subscribers, including times other than 9:00 a.m. to 5:00 p.m. weekdays.

(b) A Subscriber complaint or request for Cable Service received after Normal Business Hours shall be acted upon the next business day.

(c) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of: (i) any emergency situations; or (ii) an outage as described in section 9.2 (d) below.

(d) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables within twenty-one (21) days of receiving a request from a Subscriber to do so.

SECTION 9.3 – FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 9.3**.

SECTION 9.4 – BUSINESS PRACTICE STANDARDS

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

- (i) Notification of its Billing Practices;
- (ii) Notification of Service, Rates and Charges;

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

SECTION 9.5 – COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Cable Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. Thereafter, if the Subscriber chooses to participate in further processing of the complaint, the Subscriber shall meet jointly with the Issuing Authority or its designee(s) and an authorized representative of the Licensee, within

thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate multiple complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of complaints.

SECTION 9.6 – EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to visibly display an employee identification card issued by the Licensee and bearing a picture of said employee.

SECTION 9.7 – PROTECTION OF SUBSCRIBER PRIVACY

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

(b) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

SECTION 9.8 – PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any Cable Service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

SECTION 9.9 – MONITORING

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

(b) The Licensee shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes. The Licensee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable state and/or federal law(s).

SECTION 9.10 – SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or user may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee's authorized representative. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

SECTION 9.11 – RESPECT FOR PRIVATE PROPERTY

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

ARTICLE 10

INSURANCE AND BONDS

SECTION 10.1 – INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, as obtained and renewed, copies of the certificates of insurance for the following policies:

(a) A commercial general liability insurance policy, written on an occurrence basis, on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance, operation or removal of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for personal injury, broad form property damage, products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) A property damage insurance policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agent and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00).

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

(i) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(ii) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence;

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

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

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

(i) Such insurance shall commence no later than the Effective Date of the Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.

(v) The Licensee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the Town may immediately suspend operations under the Renewal License.

(vi) The Licensee shall require that every one of its contractors and their subcontractors are covered by the Licensee's insurance as required herein or, in the alternative, carry in full force and effect, the same insurance in the same minimum amounts and meeting the same requirements as required in this Section 10.1.

(vii) The Licensee shall be responsible for all deductibles.

(viii) The Town, its Issuing Authority, other officials, and employees shall be named as "additional insureds" on all liability insurance policies.

(ix) Neither this Section 10.1, nor the provision of insurance or insurance proceeds pursuant to this Section 10.1, shall limit the liability of the Licensee pursuant to this Renewal License.

(x) The Licensee shall provide the Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of the policies. All certificates shall contain, at a minimum, a thirty (30) day notice of cancellation or reduction in the coverage amount(s).

SECTION 10.2 – PERFORMANCE BOND

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License, a faithful performance bond running to the Town and in a form satisfactory to the Issuing Authority (however, the Issuing Authority shall not unreasonably deem a bond's form to be unsatisfactory), with good and sufficient surety licensed to do business in the Commonwealth of Massachusetts in the sum of Twenty-Five Thousand Dollars (\$25,000). Said bond shall be upon the terms and conditions specified in M.G.L. 166A § 5(K) and the faithful performance and discharge of all obligations imposed by the Renewal License, subject to the provisions of 11.1 and 11.2 below.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 12.1 below.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town pursuant to the terms and conditions of such bond. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the sum of Twenty-Five Thousand Dollars (\$25,000) required herein. Neither this section, nor any bond accepted pursuant thereto, nor any damages recovered there under shall limit the liability of the Licensee under the Renewal License.

(d) The performance bond required herein shall contain an explicit endorsement stating that such performance bond is intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this performance bond shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

SECTION 10.3 – INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, property damage or personal injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System. Indemnified expenses shall include reasonable attorneys' fees and costs incurred from the time the Licensee receives written notice of its obligation to indemnify and defend the Town for a specific claim up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify and defend the Town after receipt of a claim for which indemnification is sought. The Licensee is not required to indemnify the Town for attorney fees and costs incurred prior to the above referenced written notice being provided to the Licensee. In the event of a legal action, the Issuing Authority or its designee shall promptly forward a copy of the legal complaint served upon the Town.

ARTICLE 11

ADMINISTRATION AND REGULATION

SECTION 11.1 – REGULATORY AUTHORITY

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

SECTION 11.2 – PERFORMANCE EVALUATION HEARINGS

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

SECTION 11.3 – NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License.

SECTION 11.4 – EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Town, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole

cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill therefore.

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

SECTION 11.5 – REMOVAL AND RELOCATION

(a) The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill therefore.

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

SECTION 11.6 – JURISDICTION/VENUE

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

ARTICLE 12
DETERMINATION OF BREACH/LICENSE REVOCATION

SECTION 12.1 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

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

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

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

(d) Within forty-five (45) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the

Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it, including, but not limited to:

- (i) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (ii) commence an action at law for monetary damages;
- (iii) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein;
- (iv) declare the Renewal License to be revoked subject to Section 12.2 below and applicable law; and/or
- (v) invoke any other lawful remedy available to the Town.

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

SECTION 12.2 – REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 12.1 above, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

SECTION 12.3 – NON-EXCLUSIVITY OF REMEDY

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

SECTION 12.4 – NO WAIVER-CUMULATIVE REMEDIES

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

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

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

(c) No waiver of, or failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town or the Licensee at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

SECTION 13.1 – GENERAL

(a) In addition to the information otherwise required to be provided by the Licensee to the Issuing Authority pursuant to this Renewal License, upon the written request of the Issuing Authority, the Licensee shall timely submit to the Town any information which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town's counsel for a determination of the validity of the Licensee's claim of a proprietary interest. If it is agreed by the parties that such information is proprietary, then any obligation pursuant to Section 13.1(a) is not applicable. In the event of a disagreement the Licensee shall have all rights available under applicable law to challenge or appeal the determination of the Town to the appropriate appellate entities.

SECTION 13.2 – FINANCIAL REPORTS

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

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

SECTION 13.3 – CABLE SYSTEM INFORMATION

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

SECTION 13.4 – IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 9.1 of this Renewal License, the Licensee shall provide, upon written request of the Issuing Authority, but not more than once annually, the Issuing Authority with a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (i) confirmation that, under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made (which standard shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis); and (ii) confirmation that, under normal operating conditions, the customer will receive a busy signal less than three percent (3%) of the time.

SECTION 13.5 – SUBSCRIBER COMPLAINT REPORTS

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of the Cable Division Form 500, a copy of which is attached hereto as **Exhibit 13.5**, to the Issuing Authority or its designee(s).

SECTION 13.6 – ANNUAL PERFORMANCE TESTS

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

SECTION 13.7 – QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a written notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

SECTION 13.8 – DUAL FILINGS

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

SECTION 13.9 – INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14

MISCELLANEOUS

SECTION 14.1 - SEVERABILITY

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

SECTION 14.2 - FORCE MAJEURE

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

SECTION 14.3 - ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omissions of its Affiliates while such Affiliates are involved directly or indirectly in the

construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

SECTION 14.4 - NOTICES

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

Town of Wayland
Attn: Board of Selectmen
41 Cochituate Road
Wayland, MA 01778

with copies to:

Town of Wayland
Attn: Cable Advisory Committee
41 Cochituate Road
Wayland, MA 01778

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

Comcast Cable Communications, Inc.
Attn: Vice President, Government & Community Relations
426 East First Street
South Boston, MA 02127

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Relations
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

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

SECTION 14.5 – RENEWAL LICENSE EXHIBITS

The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorporated by reference and expressly made a part of this Renewal License.

SECTION 14.6 - ENTIRE AGREEMENT

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

SECTION 14.7 - CAPTIONS

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

SECTION 14.8 - WARRANTIES

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

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

(b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally

bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

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

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

(e) Pursuant to Section 625(f) of the Cable Act, the performance of all terms and conditions in this Renewal License is commercially practicable as of the Effective Date of this Renewal License.

SECTION 14.9 – NO RECOURSE AGAINST THE ISSUING AUTHORITY

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

SECTION 14.10 – TOWN'S RIGHT OF INTERVENTION

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

SECTION 14.11 – TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

SECTION 14.12 - APPLICABILITY OF RENEWAL LICENSE

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

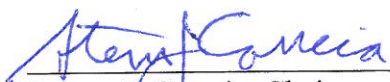
2010.

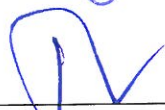
WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 20th DAY OF SEPTEMBER,

TOWN OF WAYLAND

By its:

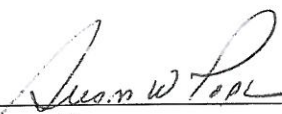
Board of Selectmen


Steven J. Correia, Chairman



Thomas J. Fay, Vice Chairman


John Bladon

Joseph Nolan


Susan Pope

Approved as to legal form:


William H. Solomon
Special Cable Counsel

COMCAST OF MASSACHUSETTS I, INC.

By:

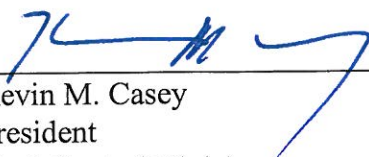

Kevin M. Casey
President
NorthCentral Division

EXHIBIT 3.5

CABLE DROPS TO PUBLIC BUILDINGS

Town Buildings

Dept Public Works, Garage, 195 Main Street;
Dept Public Works, Pumping Station, 101 Old Sudbury Road;
Public Safety Building (Fire Dept.), 38 Cochituate Road, Rear
Public Safety Building, (Police Dept.), 38 Cochituate Road, Front
Station 2, Fire Dept, 145 Main Street;
Town Building, 41 Cochituate Road;
Wayland Free Library, 5 Concord Road;
Wayland Housing Authority, Public Housing, 106 Main Street;
Wayland Housing Authority, Public Housing, 12 Bent Avenue.

School Buildings

Claypit Hill School, 40 Adams Lane;
Happy Hollow School, 63 Pequot Road;
Loker School, 37 Loker Street;
Wayland High School, 264 Old Connecticut Path;
Wayland High School, Field House, 264 Old Connecticut Path; and
Wayland Middle School, 201 Main Street.

PEG Access Studio

PEG Access Studio, 264 Old Connecticut Path, and any subsequent Access studio location along the cable route in the Town.

EXHIBIT 3.9

I-NET CONNECTIONS FOR COMPOSITE VIDEO AND AUDIO

I-Net Drops

Wayland High School, Field House, 264 Old Connecticut Path;

Wayland Middle School, 201 Main Street;

Town Building, 41 Cochituate Road;

Town Building, Large Hearing Room, 41 Cochituate Road;

Wayland Free Library, 5 Concord Road; and

PEG Access Studio, 264 Old Connecticut Path

EXHIBIT 5.2

Licensee shall provide the following broad categories of Video Programming:

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

EXHIBIT 9.3

U.S.C. Section 76.309/FCC Customer Service Obligations

PART 76--CABLE TELEVISION SERVICE – Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT 9.4

BILLING AND TERMINATION OF SERVICE

207 CMR 10.00

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;

- (e) the amount of the bill for the current billing period, separate from any prior balance due;
- (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

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

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

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

10.07: Billing Disputes

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

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 13.5

FORM 500

Form 500 Complaint Data - Paper Filing						
City/Town:				Cable Company:		
Filing Year:				Address:		
Number of Subscribers:				Contact:		
				Phone:		
				E-Mail:		
Average Resolution Time:	<1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> >30 Days					
Manner of Resolution:	A. Resolved to the satisfaction of both parties, B. Resolved, customer dissatisfied, C. Not Resolved.					
	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.			
			A.	B.	C.	
Advertising/Monitoring	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Appointment/Service call	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Billing	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Customer Service	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Defective Notice	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Equipment	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Installation	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Reception	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Service Interruption	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Unable to Contact	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Failure to Respond to Original Complaint	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Estimated # of Subscribers Affected

[illegible]



Comcast Cable Communications, Inc.
330 Billerica Road
Chelmsford, MA 01824
www.comcast.com

September 20, 2010

Board of Selectmen
Town of Wayland
41 Cochituate Road
Wayland, MA 01778

RE: Wayland Institutional Network


Dear Members of the Board of Selectmen:


Pursuant to agreement between the Town of Wayland (the "Town") and Comcast, a payment of Fifty Thousand Dollars (\$50,000.00) shall be made by Comcast to the Issuing Authority, or its designee, no later than sixty (60) days after the execution hereof. This payment, which shall not be passed through to Comcast customers in Wayland, shall relieve Comcast of any further obligations associated with the operation of the existing Institutional Network (the "I-Net") as of December 31, 2010, after which date said I-Net may be decommissioned by Comcast from use by the Town or its designated PEG access entity.

Upon decommissioning of the I-Net, Comcast shall ensure that current maintenance costs for the I-Net shall be adjusted in accordance with applicable laws and/or regulations to reflect the decommissioning of the existing I-Net.

Yours truly,

Acknowledged and Accepted by


Timothy G. Murnane, Vice President of
Government & Community Relations

s/ 
Board of Selectmen
(As authorized)

cc: Nick Leuci, Division Vice President
Robert Travers, Senior Director, Franchising
Robert Carr, Director Government Relations
Frank W. Foss, Sr. Manager of Government &
Regulatory Affairs
William Solomon, Esq.



Comcast Cable Communications, Inc.
241 West Central Street
Natick, MA 01760
www.comcast.com

September 20, 2010

Board of Selectmen
Town of Wayland
41 Cochituate Road
Wayland, MA 01778

Re: Discount available to Eligible Wayland Senior Citizens

Dear Board Members:

The purpose of this letter is to outline the senior citizen discount that is currently available to qualified Wayland Comcast cable service subscribers.

Comcast will voluntarily continue to offer a discount equal to ten percent (10%) per month off its Basic Service level. Said discount will be continued for those persons age sixty-five (65) or older, who are head of household receiving SSI or Medicaid. A qualifying subscriber must be able to show proof of such qualifications. Acceptable documentation would be the following:

- Proof of Age – Drivers License, Birth Certificate, or Passport
- Head of Household – Lease, Deed, Town Tax Bill
- Proof of income eligibility - Receiving SSI; Medicaid benefits; or MA Fuel Assistance – copy of fuel assistance benefit certificate or receipt.

The period for this senior citizen discount will be concurrent with the recently executed cable television renewal license. Comcast reserves the right to modify or eliminate such program at its sole discretion.

In the event Comcast adopts and offers a statewide senior citizen discount program, Comcast reserves the right to implement such program, after reasonable written notice to your office.

Yours truly,

Frank W. Foss
Senior Manager, Government and Community Relations

cc: William Solomon, Esquire
Robert Carr, Comcast, Director of Government and Community Relations



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

FREDERIC E. TURKINGTON JR.
TOWN ADMINISTRATOR
TEL. (508) 358-7755
www.wayland.ma.us

BOARD OF SELECTMEN

JOHN BLADON
STEVEN J. CORREIA
THOMAS J. FAY
JOSEPH F. NOLAN
SUSAN W. POPE

Board of Selectmen Meeting Minutes September 20, 2010

Attendance: J. Bladon, S. Correia, T. Fay, J. Nolan (arrived 8:14 p.m.), S. Pope

Also Present: Town Administrator F. Turkington, Secretary M. DiNapoli

Chair S. Correia called the meeting of the Board of Selectmen to order at 7:00 p.m. in the Selectmen's Meeting Room and reviewed the agenda for the viewing audience. F. Turkington announced that the Finance Committee hearing on warrant articles for the November Special Town Meeting will be held on September 27 at 7:00 p.m. in Large Hearing Room of the Wayland Town Building, and a logistics meeting for the Special Town Meeting will be held at the Middle School on Wednesday, September 29, at 8:00 a.m. He also noted that the Transfer Station pilot program begins next week. S. Pope said the Touch-a-Truck event sponsored by the Recreation Commission will be held at the Middle School on Saturday, September 25. S. Correia thanked Wayland and Sudbury firefighters for their work in controlling a three-alarm fire in Wayland this past weekend.

A2. Public Comment George Harris, 8 Holiday Road, said it was his belief that the Board discussed traffic improvements during a July 26, 2010 executive session, in violation of the open meeting law, as traffic improvements are not a reason to convene an executive session. He then said he presumed the Board's response would be that they were discussing litigation, of which traffic safety is a component. He then countered that presumed argument by citing the December 2009 decision of the Supreme Judicial Court which rejected the School Committee's right to discuss the performance of the School Superintendent while they were discussing the contract of the School Superintendent. Linda Segal, 9 Aqueduct Road, requested that the Board make its information and consultants available to the Conservation Commission in regard to the flood storage issue at the Public Safety Building. She also expressed disappointment that the draft warrant articles for the Special Town Meeting were not attached to the agenda packet last week.

A3. Discussion of Proposed Renewal License for Cable Television Franchise to Comcast of Massachusetts I, Inc. and Memorandum of Agreement with Verizon New England, Inc. Relative to Video-Return Service Members of the Cable Advisory Committee (Steve Allen, Phil Radoff, and Richard Turner) and Special Counsel Bill Solomon appeared before the Board to present the renewal license for Comcast and a Memorandum of Agreement with Verizon New England. T. Fay moved, seconded by S. Pope, that the Board of Selectmen approve and authorize the Chair to sign the proposed Memorandum of Agreement between the Town and Verizon New England, Inc. dated September 2010 pertaining to compensatory payments to the Town for the provision of video-return services. YEA: J. Bladon, S. Correia, T. Fay, S. Pope. NAY: none. ABSENT: J. Nolan. Adopted 4-0. B. Solomon said there will be a thirty-day comment period before the Verizon license can be amended to match the agreement. S. Correia reviewed the summary of the cable franchise renewal license with Comcast. Frank Foss, Senior Manager of Government and Community Services for Comcast, thanked the Board, the

Committee, and B. Solomon for their work in negotiating the contract renewal. He presented the I-Net decommissioning letter for Board signature, and a letter stating Comcast's intent to continue the senior discount.

F. Foss made the following three points: First, Comcast recognizes that the Town will not be ready to carry video return over the Town MAN on the 12/31/10 date for end of Comcast's I-Net obligation and will continue carrying it over its I-Net until we are ready. Comcast has done that for six to eight months for other towns. Secondly, the \$10,000 allowance for relocating Comcast's Fiber Link to the new studio location is based on a near-worst-case estimate and should cover all but the most extreme locations. Third, Comcast will not downgrade the current Standard free subscriber accounts provided to municipal and school buildings despite the license requirement of only Basic service.

S. Correia opened the floor to the public. L. Segal thanked the committee for its work. T. Fay asked about the impact of the I-Net on the municipal buildings. B. Solomon said the schools have built a fiber network; this license provides additional funding so the portion of I-Net that was on the Comcast network will now be on town network. S. Pope asked if any public comment has been received prior to the meeting tonight; F. Turkington said no. T. Fay moved, seconded by J. Bladon, that the Board of Selectmen approve the proposed cable franchise renewal license with Comcast of Massachusetts I, Inc. for a term beginning September 17, 2010 and expiring September 16, 2020. YEA: J. Bladon, S. Correia, T. Fay, S. Pope. NAY: none. ABSENT: J. Nolan. Adopted 4-0. The Board thanked the participants for their hard work.

T. Fay moved, seconded by S. Pope, to authorize the Chair to sign, on behalf of the Board of Selectmen, the institutional network buyout letter in the amount of \$50,000 to relieve Comcast of any further obligation associated with the operation of the existing Institutional Network (the "I-Net") as of December 31, 2010. YEA: J. Bladon, S. Correia, T. Fay, S. Pope. NAY: none. ABSENT: J. Nolan. Adopted 4-0.

A4. Review Special Town Meeting Schedule and Letter Submitted Special Town Meeting Warrant Articles The Board reviewed assignments for the Special Town Meeting warrant articles. F. Turkington said he would be distributing a spreadsheet to ensure that all boards acknowledge receipt of all articles to be considered for the Warrant, and to indicate whether they wish to offer any comments to the Finance Committee for use in preparing the comments printed in the Warrant.

A5. Consider and Approve Consent Calendar T. Fay moved, seconded by J. Bladon, to approve the consent calendar. YEA: J. Bladon, S. Correia, T. Fay, S. Pope. NAY: none. ABSENT: J. Nolan. Adopted 4-0.

A6. Review Correspondence The Board discussed the week's correspondence. The Board highlighted the need to support Senate Bill #2592, which addresses the issue of ambulance reimbursement of insured patients.

A7. Report of the Town Administrator F. Turkington reminded the public that the Board will hold its first office hours on Friday from 7:15 a.m. to 8:15 a.m. in the Selectmen's Meeting Room. He said the next date is tentatively scheduled for October 22. He noted the Board is also available to hear comments via email at selectmen@wayland.ma.us. He said the Athletic Field Master Plan is available on the

Recreation Department website. He said there will be a joint meeting of the Board of Public Works and the Recreation Commission on October 4, 2010, to discuss a public hearing later in October. In regard to the draft charge for the proposed Dudley Area Advisory Committee, F. Turkington said he has not heard back from the neighborhood and will hold it for another week. He reviewed the Board meeting dates for the rest of the year and provided an update on the State of the Town/Community Values Forum. He said the planning process should begin for the 375th anniversary of the founding of Wayland. The Board discussed creating a commission that includes all facets of the town, and contacting anniversary committees from other towns for input.

A8. Adopt Board of Selectmen Goals for October 2010 to September 2011 F. Turkington presented the revised goals for the Board of Selectmen for the coming year. T. Fay moved, seconded by S. Pope, to accept the Policy Goals and Priorities for October 2010 through September 2011. YEA: J. Bladon, S. Correia, T. Fay, J. Nolan, S. Pope. NAY: none. ABSTAIN: none. Adopted 5-0.

A9. Selectmen's Reports and Concerns J. Bladon updated the Board on the work of the Operations Review Committee. S. Pope thanked S. Correia for his work on the cable contract. She noted that in regard to the rubber flooring at the library, the Emerson Hospital uses the same flooring and the complaint is not valid. J. Bladon said he went to see the library tiles and they appeared to be clean; he also noted that a solid rubber sheet would cost two and a half times as much and would have been much more costly to repair or replace. T. Fay said the Board will review the letter provided by G. Harris during public comment. S. Correia said that it was not fair of G. Harris to assume the Board's response. T. Fay said the Board will share its information with the Conservation Commission as requested by L. Segal, subject to any restrictions imposed by current litigation. As for the warrant articles not appearing in the agenda packet, F. Turkington said they were still in draft form, and he did not want several different versions of the documents being circulated. The Board approved the versions to be posted on the website. J. Nolan thanked S. Correia and all the participants in the cable negotiations for their work.

A10. Executive Session At 8:28 p.m., T. Fay moved, seconded by J. Nolan, that the Board of Selectmen go into executive session pursuant to Massachusetts General Laws Chapter 30A, Section 23(a)(3) to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the Town. Chair S. Correia declares that consideration of the matter of *Town of Wayland v. BSC* (civil engineer for the architect of the Public Safety Building) in an open meeting may have a detrimental effect on the litigating position of the Town. YEA: J. Bladon, S. Correia, T. Fay, J. Nolan, S. Pope. NAY: none. ABSTAIN: none. Adopted 5-0. The Board invited Town Administrator Fred Turkington to attend and participate in the executive session. The Board will return to open session in approximately twenty minutes for the sole purpose of adjourning the meeting.

The Board returned to open session at 8:55 p.m.

T. Fay moved, seconded by S. Pope, to adjourn the meeting of the Board of Selectmen at 8:55 p.m. YEA: J. Bladon, S. Correia, T. Fay, J. Nolan, S. Pope. NAY: none. ABSTAIN: none. Adopted 5-0.

Handouts During Meeting:

1. Memorandum of 9/20/10 from Linda Segal to Board of Selectmen and Conservation Commission re: Due Diligence Regarding the Public Safety Building
2. Letter of 9/20/10 from George Harris to Office of the Attorney General re: Open Meeting Law Complaint
3. Draft List of Warrant Articles with Selectmen Assignees

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
VERIZON NEW ENGLAND, INC
AND
THE TOWN OF WAYLAND
(September 2010)**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into by and between Verizon New England, Inc., a corporation duly organized under the applicable laws of the State of New York ("Verizon") and the Board of Selectmen of the Town of Wayland, Massachusetts ("Town").

WHEREAS, the Town granted a Cable Television Final License ("License") to Verizon New England on January 22, 2008, which License was agreed to by Verizon;

WHEREAS, Section 5.2.1 of the License currently provides that:

The Licensee, at the Licensee's expense, shall build, maintain, and repair or replace as necessary facilities connecting its Cable System at the Town's PEG Access studio (located at 264 Old Connecticut Path), to cablecast, on a live basis, all PEG Access Channels and programming consistent with this License. The Licensee shall take commercially reasonable steps to accomplish said connection within one-hundred (120) days of the Effective Date, but in no event shall said connection be accomplished later than one hundred eighty (180) days from the Effective Date. The Licensee has entered into an interconnection agreement with the incumbent cable operator respecting return paths of PEG access programming by the incumbent cable operator to the PEG Access studio and other incumbent facilities which may be reasonably necessary for said PEG Access programming return. If at any time subsequent to the connection by the Licensee to the PEG Access studio, the Licensee is unable, despite the good faith efforts of the Licensee, to continue to obtain or otherwise receive said PEG Access Channel(s) and PEG Access programming from the existing cable operator's (or its successor's) cable system, the Licensee shall provided written notice of such to the Issuing Authority, and upon the subsequent written request of the Issuing Authority, connect its Cable System with equipment owned by the Town or its designee(s) at up to three (3) locations (in addition to the PEG Access Studio) designated by the Town. These three (3) locations shall be the Town Building, located at 41 Cochituate Road, Wayland High School, located at 264 Old Connecticut Path, and another Town building to be determined by the Issuing Authority located along Licensee's activated cable route. The Licensee shall construct, provide, maintain, and repair or replace as necessary, a fiber connection between said origination points and the PEG Access studio, which PEG Access studio shall serve as the aggregation point for the PEG Access Channels and Programming transmitted from the origination points at Wayland High School, the Town

Building, and the additional origination site. The Licensee shall have no obligation to carry any PEG programming not provided to the Licensee by the Town or its designee at one or more such locations. The Licensee shall, at Licensee's cost, make such connection(s) at the designated location(s) within one hundred and eighty (180) days of written notification by the Town, provided that the Issuing Authority and/or its designee(s) shall cooperate with the Licensee with respect to such connection, including, without limitation, providing the Licensee with reasonably sufficient access, at no cost to the Licensee, to the aforesaid locations. The Issuing Authority and/or its designee(s) shall cooperate, to the extent within their authority, with the Licensee's efforts pursuant to this Section 5.2.1, including, but not limited to, providing Licensee with reasonable access to buildings of the Town or its designee(s) at no cost to the Licensee. The Town shall provide its PEG Access programming to the Licensee in a generally used format, which may include, but is not limited to, baseband video and audio. The Town and the Licensee shall cooperate with respect to formatting matters.

WHEREAS, Verizon has, as provided in the above referenced Section 5.2.1 of the License: (i) built and maintains facilities (including fiber links), which connect its Cable System with the Town's PEG Access studio, currently located at 264 Old Connecticut Path (Wayland High School), and (ii) pursuant to its interconnection agreement with the incumbent cable operator (Comcast), receives PEG Access Programming brought to the PEG Access studio over Comcast's Institutional Network (I-Net); all of this for the purpose of providing the PEG Access channels and programming to Verizon subscribers; and

WHEREAS, the Town requires and seeks additional funding in order to purchase and install video return equipment to provide PEG Access video return on a fiber network being built by the Town, and thereby enable Verizon to neither have to: (i) continue its interconnection agreement with Comcast, nor (ii) construct or otherwise connect to any building or equipment owned by the Town or its designee for PEG Access purposes, other than to connect its Cable System to a new PEG Access Studio of and/or for the Town's Access provider in accordance with the procedures setout Section 5.2.1 of the License as amended pursuant to this Memorandum.

NOW, THEREFORE, based on the consideration described herein, the parties agree, as follows:


1. Verizon shall pay the Town the amount of Thirty Thousand Dollars (\$30,000) to help defray the cost of the Town for the above referenced PEG Access video return equipment and installation. Said Thirty Thousand Dollars (\$30,000) shall be paid to the Town when: (i) Comcast or its successor (hereinafter referred to as "Comcast") is no longer responsible for providing, and no longer provides, PEG Access programming over the I-Net from remote origination locations in the Town to the PEG Access studio, and (ii) Verizon no longer needs to obtain PEG Access channels or programming in Wayland through Comcast's I-Net in order to provide such PEG Access channels and

programming to its subscribers; and as such Verizon neither needs, or is required, to continue interconnection payments to Comcast in order to provide said PEG Access channels and programming to its Wayland subscribers.

2. The parties agree to immediately proceed ahead, in good faith, with the License amendment process, pursuant to 207 CMR 3:07, in order to amend the License to reflect this Agreement by replacing the current Section 5.2.1 with an amended Section 5.2.1 in a form substantially similar to the attached Exhibit A.

VERIZON NEW ENGLAND, INC.

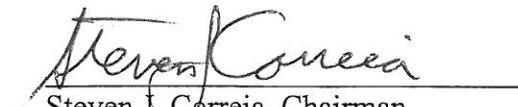
By:


Donna C. Cupelo
Title: President

Dated: September 20, 2010

TOWN OF WAYLAND

By its Board of Selectmen


Steven J. Correia, Chairman
(As authorized by the Board)

Dated: September 21, 2010

APPROVED

EE- 9/20/10

LAW DEPT.

EXHIBIT A

5.2.1.

5.2.1.1. *Existing Connection*

The Licensee, at the Licensee's expense, shall maintain, and repair or replace as necessary facilities connecting its Cable System at the Town's PEG Access Studio (located at 264 Old Connecticut Path), to cablecast, on a live basis, all PEG Access Channels and programming consistent with this License. The Licensee has entered into an interconnection agreement with the incumbent cable operator respecting return paths of PEG access programming by the incumbent cable operator to the PEG Access Studio and other incumbent facilities which may be reasonably necessary for said PEG Access programming transport and will continue to do so except as otherwise set forth in this Section 5.2.1 provided that such agreement can be maintained on reasonable terms and conditions.

5.2.1.2. *Town MAN and Payment*

The parties recognize that the Town is planning to construct its own municipal area network (Town "MAN"). Subject to the terms of this Section 5.2.1, at the time that the Town has activated the Town MAN and PEG Access programming is thereby aggregated at the PEG Access Studio such that Licensee does not have to continue its interconnection agreement with the incumbent cable provider, Licensee shall pay the Town the amount of Thirty Thousand Dollars (\$30,000) (hereafter, "Equipment Payment") to help defray the cost to the Town for PEG Access video transport equipment purchase and installation. The Equipment Payment shall be paid to the Town when: (i) Comcast or its successor (hereinafter referred to as "Comcast") is no longer responsible for providing, and no longer provides, PEG Access programming over their Institutional Network ("I-NET") from remote origination locations in the Town to the PEG Access studio, and (ii) Licensee no longer needs to obtain PEG Access channels or programming in Wayland through Comcast's I-NET in order to provide such PEG Access channels and programming to its subscribers; and as such Licensee neither needs or is required, to continue interconnection payments to Comcast in order to provide said PEG Access channels and programming to its Wayland subscribers. The Town shall provide written notice to Licensee of activation of the Town MAN as set forth above and Licensee shall confirm that interconnection is no longer required and then terminate the applicable interconnection agreement. Licensee shall pay the Equipment Payment within forty-five (45) days of termination of the applicable interconnection agreement with Comcast.

5.2.1.3 *PEG Access Studio Move*

The Town has advised Licensee that the Town may move to a new PEG Access Studio (NPAS) within the Town municipal limits at some point during the term of this License. Provided that the NPAS is located on the Wayland High School property, or where Licensee then has activated FTTP facilities passing within 250' of the NPAS location sufficient to provide a return path to Licensee's facilities for carriage of all PEG content provided by the Town at the NPAS, Licensee shall construct a return path to the NPAS within one hundred and eighty (180) days of written notification by the Town of the NPAS location at no cost to the Town, subject to the Town providing access to the NPAS pursuant this Section 5.2.1. If the NPAS is located more than 250' from Licensee's activated FTTP fiber, but not otherwise at the Wayland High School property, Licensee shall relocate its return path to such location provided that the Town pay all reasonable, direct cost incurred by Licensee to relocate the return path in excess of 250' of its current activated FTTP fiber.

5.2.1.4 *Terms of Connection*

At such time as the Town has activated the Town MAN and Licensee has paid the \$30,000 set forth in this Section 5.2.1., the Town and/or its designee(s) shall be responsible for bringing PEG Access programming to the PEG Access Studio or NPAS as the case may be. The Licensee shall, at Licensee's cost, maintain the connection at the PEG Access Studio or the NPAS as provided in this Section 5.2.1, provided that the Town and/or its designee(s) shall cooperate with the Licensee with respect to such connection, including, without limitation, providing the Licensee with reasonably sufficient access, at no cost to the Licensee, to the aforesaid locations. The Town and/or its designee(s) shall provide its PEG Access programming to the Licensee in NTSC baseband video and audio format, unless otherwise agreed by the parties. The Town and the Licensee shall cooperate with respect to formatting matters.

5.2.1.5. If the Town notifies Licensee that the Town will not construct the Town MAN and at some point during the term of this License, Licensee cannot continue its interconnection agreement with Comcast on reasonable terms and conditions or otherwise receive said PEG Access Channel(s) and PEG Access programming from Comcast, the Licensee shall provide written notice of such to the Town, and upon the subsequent written request of the Town, the Licensee shall connect its Cable System to equipment owned by the Town or its designee(s) at up to three (3) locations (in addition to the PEG Access Studio or NPAS) designated by

the Town. These three (3) locations shall be the Town Building, located at 41 Cochituate Road, Wayland High School, located at 264 Old Connecticut Path, and another Town building to be determined by the Town located along Licensee's activated cable route. The Licensee shall also construct, provide, maintain, repair, and replace as necessary, a fiber connection between said origination points and the PEG Access Studio or NPAS, as applicable, in order to access the aggregated PEG Access programming at the applicable studio, where the Licensee obtains the PEG Access Programming/Channels. The Licensee shall take commercially reasonable steps to accomplish said connections within (180) days of receiving the Town's written request.