



AGREEMENT BETWEEN THE TOWN OF MILLIS AND COMCAST

Whereas, this Agreement is between Comcast of Massachusetts II, Inc. ("Comcast") and the Selectmen of the Town of Millis, MA ("the Town"), in their role as statutory Issuing Authority, regarding the existing Institutional Network (the "I-Net"), as more fully delineated below; and

Whereas, representatives from Comcast and the Issuing Authority have been in good faith negotiating the retrofit, upgrade or modification of the existing I-Net for municipal purposes, as described in the Cable Television Renewal License effective January 17, 1998; and,

Whereas, this Agreement shall be effective concurrent with the execution date (the "Effective Date") of the Millis Cable Television Renewal License (the "Renewal License"); and

NOW THEREFORE, the Issuing Authority and Comcast have arrived at the following agreement

Article 1: PEG/Technology Fund Payment

- (a) Comcast shall provide a one-time payment to the Town in the amount of Fifty Thousand Dollars (\$50,000). In consideration for said payment, the Issuing Authority agrees that, after April 30, 2008 Comcast shall have no further responsibility for operating or maintaining the existing I-Net and related I-Net equipment for municipal use, as described supra.
- (b) The \$50,000 payment shall be delivered to the Town within sixty (60) days after the Effective Date of this Agreement.
- (c) Comcast agrees not to pass through to subscribers the \$50,000 payment to the Town.

Article 2: Video Return Lines

- (a) No later than April 30, 2008, Comcast shall construct, own, operate and maintain new video origination return lines between locations listed in the attachment., Exhibit D. Comcast shall have the right to connect to the Town's PEG access video origination return hubsite as provided in Section 3.5 of the Renewal License.

This Agreement is hereby agreed to by Comcast of Massachusetts II, Inc.

BY: Kevin Casey

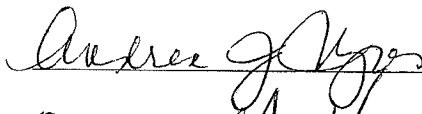
President

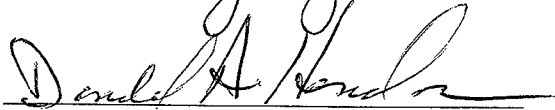
North/Central Division

Date: _____

This Agreement is hereby agreed to by the Town of Millis, MA:

By its: Board of Selectmen







RENEWAL
CABLE TELEVISION LICENSE
FOR
THE TOWN OF MILLIS,
MASSACHUSETTS

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MILLIS RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts II, Inc., (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Millis, Massachusetts (hereinafter the "Town"), said license having commenced on January 17, 1998;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated April 1, 2005 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated September 7, 2007;

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

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

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

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

**ARTICLE 1
DEFINITIONS**

SECTION 1.1 – DEFINITIONS

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

(a) Basic Cable Service – means the lowest tier of service which includes the retransmission of local television broadcast signals.

(b) Cable Act – means 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.

(c) Cable Division – means the Department of Telecommunications and Cable and Cable established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A).

(d) Cable Service – means 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.

(e) Cable Television System or Cable System – means the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Millis, 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; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Drop – means the coaxial cable that connects a home or building to the Subscriber Network or Passive Coaxial Fiber Network/Video Return Line.

(g) Educational Access Channel – means the video channel(s) owned by the Licensee and made available to educational institutions such as public or private schools for noncommercial use, but not “home schools,” community colleges, and universities.

(h) Effective Date – shall mean ~~June~~ ^{July} 7, 2008.

(i) FCC – means the Federal Communications Commission or any successor governmental entity.

(j) Franchise Fee – means the payments to be made by the Licensee to the Issuing Authority, the Town of Millis and or any other governmental subdivision, such as an PEG access provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(k) Governmental Access Channel – means a channel owned by the Licensee and made available for noncommercial use to the Issuing Authority for the purpose of showing public local government programming.

(l) Gross Annual Revenues – means the revenues received by the Licensee from for the operation of Cable Service(s) over the Cable Television System including, without limitation: Basic Cable Service monthly fees and all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; all commercial Subscriber revenues; fees paid for channels designated for commercial use; pro rata

