

Millis Cable Advisory Committee

Date: May 7, 2009
Millis Cable Advisory Committee
900 Main Street
Millis, Ma 02054

Dear, Madam Chairwoman:

The Millis Cable Commission is submitting for your approval the Issuing Authority Report (IAR) for the Verizon cable television licensing process. The attached report has been reviewed by both the Cable Committee and counsel and is ready for submittal. The document requires signatures by the Board of Selectmen along with a submission date.

Copies of the document to be filed with the following:

Rick Colon
Regional Director
Verizon External Affairs
125 Lundquist Drive
Braintree, MA 02184
(781) 849-2046 V
(781) 848-6105 F

Verizon Counsel
Tom Antonucci
Rein LLP
1776 K Street NW
Washington DC 2006

Thank you for your attention in this matter.
Sincerely,

James Neville
Chairman, Millis Cable Advisory Committee
900 Main Street
Millis, Ma 02054
508-376-7057
cable@millis.net

cc: MCM file, Millis BOS, William Hewig

TOWN OF MILLIS, MASSACHUSETTS

Cable Television Issuing Authority Report

April 22, 2009

Board of Selectmen
Cable Advisory Committee

INTRODUCTION

The Board of Selectmen of the Town of Millis, as statutory Issuing Authority for the Town of Millis, Massachusetts, is conducting a Cable Television Licensing Process. The Town of Millis currently has one licensed cable television provider, Comcast.

Millis is located in Norfolk County, Massachusetts. The town is approximately 30 miles southwest of Boston and is bordered by Norfolk, Sherborn, Holliston, Medfield, and Medway. Massachusetts State routes 109 and 115 run through Millis. As of the census of 2000, there were 7,902 people, 3,004 households, and 2,162 families residing in the town. The population density was 650.0 people per square mile. There were 3,066 housing units at an average density of 252.2/sq. mi. Millis is governed by the open town meeting form of government, and is led by a town administrator and a board of selectmen.

**ISSUING AUTHORITY REPORT
TOWN OF MILLIS**

(A) **BACKGROUND OF THE LICENSING PROCESS**

WHEREAS, Verizon New England, Inc. ("Applicant") submitted an application on Cable Division Form 100 on February 19, 2009 to the Town of Millis for a license to operate and maintain a cable television system in the Town of Millis; and

WHEREAS, pursuant to 207 CMR 3.03(3), the Board of Selectmen of the Town of Millis, acting as the Issuing Authority, has caused to be prepared an Issuing Authority Report ("IAR") with specifications for the cable license as it deems appropriate; and

WHEREAS, pursuant to 207 CMR 3.03(3), Verizon New England, Inc., as the applicant of record, may respond to the IAR;

NOW THEREFORE, the Millis IAR is now released to Verizon New England, as applicant of record, for its response in accordance with law and regulation.

(B) **SUBMISSION INSTRUCTIONS**

(1) The Applicant shall respond to the IAR by submitting an amended proposal, including any changes to the Form 100 to the Town of Millis;

(2) The amended proposal, and six (6) copies must be received by the Town of Millis no later than 4:00 p.m. on _____, at the following address:

Mr. Charles Aspinwall
Town Administrator
Memorial Building
900 Main Street
Millis, MA 02054

(3) Questions about the IAR shall be addressed, in writing only, at the address specified in paragraph (b) above.

(C) **FINANCIAL INFORMATION**

The Applicant shall submit complete current and projected financial information for Verizon New England, Inc.

(D) **LICENSE OBLIGATIONS**

The Selectmen have determined that the following License Obligations are necessary and appropriate for inclusion in any cable television license to be issued by the Town of Millis:

(1) **Subscriber Network:**

(a) The Applicant shall be required to construct, install, operate and maintain a cable television system ("Subscriber Network") in Millis with a capacity of providing a competitive cable service ("Service") to all residents of the Town of Millis;

(b) The Applicant shall be required to make its Service available to all residents in Millis within twelve (12) months of the execution of a Final License;

(c) The Subscriber Network shall be equal to or greater than the current 750 MHz addressable cable system maintained within the Town by the current cable provider.

(2) **Service Area:**

The Subscriber Network shall be available to all residents within the Town, subject only to the setback requirements discussed below.

The Applicant shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least thirty (30) dwelling units per aerial mile and sixty (60) dwelling units per underground mile providing however, that such dwelling units are within one (1) mile of the existing Cable System as measured from the trunk and distribution cable(s) of the Cable System and the Applicant is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Subject to the density requirement, Applicant shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five feet (125') of the Applicant's trunk and distribution cable(s) of the Cable System.

(3) **Emergency Alert Override Capacity:**

The Subscriber Network shall comply with the FCC's Emergency Alert System (EAS) regulations, and with the Massachusetts Emergency Alert System.

(4) **Line Extension:**

Standard installation shall apply to any resident whose home is located not more than one hundred and twenty-five feet (125') from the Applicant's existing aerial trunk and distribution systems.

(5) **Commercial Establishments:**

The Applicant shall be required to make cable service available to any commercial establishment within the Town, provided that said establishment agrees to pay for installation and monthly subscription charges as established by the parties.

(6) **Pedestals:**

In any cases in which pedestals housing passive devices are to be utilized, in Town or Public Ways or within the Town public layout, such equipment must be installed in accordance with applicable DPW regulations provided, however, that the Applicant may place active devices in a low-profile electronic control box, to be determined when the Applicant applies for a permit. All such equipment shall be shown on cable system maps submitted to the Town.

(7) **Right to Inspection of System:**

The Issuing Authority or its designee shall have the right to inspect the cable system and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of the License, and all applicable laws and/or regulations. Such inspections shall be on a not-to-interfere-with-operations basis. Tests conducted by the Town shall be at the sole expense and cost of the Town, and shall have the written prior approval of the Applicant.

(8) **Cable System Maps:**

Upon written request, the Applicant shall file with the Issuing Authority or its designee, up-to-date strand maps of the cable system plant. "As-Built" maps shall be made available to designated officials of the Town or its designee for review at a location convenient to Town officials.

(9) **Subscriber Network Cable Drops**

(a) The Applicant shall provide active 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 by the Issuing Authority within the Town, listed below, provided such are considered to be a Standard Installation.

Public School Buildings:

Clyde Brown School	Park Street
Middle School/High School	245 Plain Street
High School Football Field	245 Plain Street

Municipal Buildings:

Memorial Municipal Bldg.	900 Main Street
Police Station/Fire Station	885 Main Street
DPW Garage	Water Street
CR Kennedy (Elderly Housing)	310 Exchange Street
Rockville Station (Fire #2)	Myrtle Street

Library
American Legion
Water Treatment Facility

Auburn Street
34 Curve Street
Norfolk Road

(b) Applicant shall provide one (1) Drop, Outlet and Basic Cable Service at no charge to all newly constructed or newly designated Public Buildings and other Town owned Public Buildings, along the Cable System distribution cable subject to the limitations set forth above. The Issuing Authority or its designee shall consult with a representative of the Applicant to determine the appropriate location for each Outlet prior to requesting that the Applicant install said Basic Cable Service.

(10) **Video Return Lines**

(a) Applicant shall construct, own, operate and maintain new Video Origination Return Lines between the locations listed below and Applicant shall provide a newly constructed passive coaxial fiber network (PCF), to be utilized by the Issuing Authority, its designees and/or Town departments. If necessary to provide said PCF, Applicant may modify the existing I-Net hub site and infrastructure. Said Video Return Lines shall be a PCF and shall be capable of transmitting composite video and audio transmissions from those municipal and school buildings identified below and returned over the Applicant's Subscriber Network.

(b) The Applicant shall provide an activated Drop and Outlet to the buildings listed below without charge(s) to the Town and/or any designated buildings.

Public School Buildings:

Clyde Brown School	Park Street
Middle School/High School	245 Plain Street
High School Football Field	245 Plain Street

Municipal Buildings:

Memorial Municipal Bldg. (Town Hall Hub)	900 Main Street
Police Station/Fire Station	885 Main Street
DPW Garage	7 Water Street
Kennedy Terrace (Elderly Housing)	310 Exchange Street
Oak Grove Farm	410 Exchange Street
Town Library	25 Auburn Street
Niagara Hall	6 Exchange Street

(11) **Access Channels:**

Applicant shall designate capacity on three (3) Channels to be used for PEG access Video Programming provided by the Issuing Authority or its designee, educational access Video Programming provided by the Issuing Authority or designated educational institution, and governmental access Video Programming provided by the Issuing Authority.

(12) **PEG Access Annual Operations Grant:**

The Applicant shall pay to the Town or its designee an annual operating grant equal to 4.5% of its Gross Annual Revenues.

(13) **PEG/ Technology Fund Payment**

The Applicant shall provide a one-time payment to the Town in the amount of \$50,000 to offset costs of operating and maintaining the existing Video Return Lines and related equipment for municipal use. The Applicant shall not pass through to subscribers the \$50,000 payment made to the Town

(14) **PEG Access Capital Funding:**

Within ninety (60) days of the Execution Date of this License, the Applicant shall make a one time capital grant payment of \$50,000 (fifty thousand dollars) to the Issuing Authority or its designee, to be used for the purchase of PEG access equipment and or facilities.

(15) **License Fee**

During the term of the License the annual License Fee payable to the Issuing Authority shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to M.G.L.c. 166A, § 9, this fee is currently fifty cents (\$.50) per Subscriber, but not less than Two Hundred Fifty Dollars (\$250) annually.

(16) **PEG Access Cablecasting**

(a) In order that PEG Access Programming can be cablecast over Applicant's downstream PEG Access Channels, all PEG Access Programming shall be modulated, then transmitted from any origination location listed in this Issuing Authority Report to the Applicant-owned headend or hub-site, on one of the Applicant-owned upstream channels made available, without charge, to the Town for its use. At the Applicant-owned headend, said PEG Access Programming shall be retransmitted in the downstream direction on one the Applicant-owned Subscriber Network downstream PEG Access Channels.

(b) It shall be the Applicant's sole responsibility to ensure that said PEG Access Programming is properly switched, either manually or electronically, to the appropriate Applicant-owned Subscriber Network downstream PEG Access Channel, in an efficient and timely manner. The Applicant shall not charge the Town or the designated PEG access provider for such switching responsibility.

(c) The Applicant shall provide and maintain all necessary switching and/or processing equipment located at its hub-site or headend in order to switch upstream signals carrying PEG Access Programming from the locations listed in this Report to the designated Applicant-owned Subscriber Network downstream PEG Access Channel.

(d) The Applicant shall own, maintain, repair and/or replace any Applicant-owned headend or hub-site audio or video signal processing equipment. The Town and/or the PEG access provider shall own, maintain, repair and/or replace studio or portable modulators and demodulators. The demarcation point between the Applicant's equipment and the Town's or the PEG access provider's equipment shall be at the output of the Town's and/or the PEG access provider's modulator(s) at any of the origination locations in this Report.

(17) **Technology Assistance and Audit:**

The Applicant shall provide technical engineering services to assist the Town in integrating and/or interconnecting Applicant's cable television services with the Town's studio.

The Applicant shall provide to the Town or its designee a technology audit of the Town's studio on a bi-annual basis.

(18) **Interconnection of Current Access Channels:**

In order that all of the residents of Millis can receive Public, Educational and Governmental ("PEG") Access programming, the Applicant shall make the Town's 3 current PEG Access channels available to all residents without charge.

(19) **Reimbursement for Channel Location:**

In the event that PEG Access Channel location change is necessary, the Applicant shall (i) notify the Issuing Authority or its designee(s) in writing of such change in advance; and (ii) assist the Issuing Authority or its designee(s) in advertising and promoting any such new channel location(s). In addition, the Applicant shall provide appropriate replacement modulators to the Town or its designee, if so necessitated by such channel relocation.

(20) **Late Payment:**

In the event that payments required are not tendered on or before the date fixed by the License, interest due on such payments shall accrue from the due date at a rate of 3% above the Prime Rate.

(21) **Indemnification:**

The Applicant shall indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, committees, commissions, agents, and/or employees against all claims for damage due to the actions of the Applicant, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under this License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, and shall also include the

reasonable value of any services rendered by the Town Attorney. Such indemnity shall be in full compliance with M.G.L. c.166A, §5(b).

(22) **Insurance:**

The Applicant shall carry insurance throughout the term of the License, pursuant to M.G.L. c.166A, §5(f). Such insurance shall be with a carrier authorized to conduct business in Massachusetts, and shall list the Town of Millis as an additional insured. The amount of insurance carried for damaged property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence and a comprehensive liability policy of no less than One Million Dollars (\$1,000,000) for injury or death to any person. The Applicant shall also carry insurance against claims arising out of the operation of motor vehicles in the amount of One Million Dollars (\$1,000,000).

(23) **Performance Bond:**

The Applicant shall carry a performance bond as required by M.G.L. c.166A, §5(k). The amount of such bond shall be Fifty Thousand Dollars (\$50,000). Such bond must be secured with a surety satisfactory to the Issuing Authority and shall guarantee compliance with all bonding requirements found in M.G.L. c.166A.

(24) **Reports:**

The Applicant shall comply with all state and federal reporting requirements. Applicant shall annually report to the Issuing Authority or its designee, on forms proscribed by the Cable Division, all complaints of subscribers received during the reporting period, and the manner in which such complaints had been met, including the time required to make necessary repairs or adjustments. In addition, the Applicant shall maintain for public inspection all records required by the FCC, and specifically those specified at 47 CFR §76.305 in the manner proscribed therein.

(25) **Liquidated Damages:**

The Applicant shall agree to the payment of liquidated damages following notice and opportunity to cure, with respect to any of the following license breaches:

- Failure to request the advance, written approval of the Issuing Authority for any transfer of the License (\$200.00/day for each day of non-compliance);
- Failure to Comply with PEG Access Programming, Equipment and Funding Requirements (\$100.00/day for each day of non-compliance).
- Failure to Comply with all FCC and/or Massachusetts Cable Division Signal Quality, Customer Service and Billing Requirements (\$50.00/day for each day of non-compliance);
- Failure to Submit the Reports Required by the License (\$50.00/day for each day of non-compliance); and
- Failure to file schedules and notice of any changes thereto describing the rates and charges and terms and conditions of services offered by the Applicant, at least

thirty (30) days prior to the effective date of any such schedule change or other change thereto (\$50.00/day for each day of non-compliance).

(26) **Compliance with FCC and Massachusetts Cable Division Regulations:**

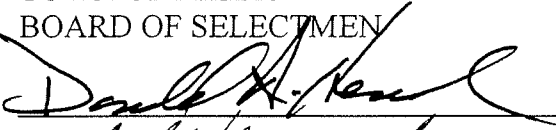
The Applicant shall comply with all FCC and Massachusetts Cable Division laws and regulations for customer service, signal strength, and billing requirements.


(27) **License Term:**

Negotiable.

Respectfully submitted,

TOWN OF MILLIS
BOARD OF SELECTMEN





Dated: 5/18/09

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