



RENEWAL

CABLE TELEVISION LICENSE

FOR

THE TOWN OF BRIDGEWATER,

MASSACHUSETTS

Table of Contents

INTRODUCTION..... 4

ARTICLE 1 DEFINITIONS 5
SECTION 1.1 - DEFINITIONS.....5

ARTICLE 2 GRANT OF RENEWAL LICENSE 9
SECTION 2.1 - GRANT OF RENEWAL LICENSE.....9
SECTION 2.2 - TERM: NON-EXCLUSIVITY9
SECTION 2.3 – POLE AND CONDUIT ATTACHMENT RIGHTS9
SECTION 2.4 – RENEWAL 10
SECTION 2.5 RESERVATION OF AUTHORITY 10
SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE10

ARTICLE 3 SYSTEM SPECIFICATIONS AND CONSTRUCTION..... 14
SECTION 3.1 – AREA TO BE SERVED.....14
SECTION 3.2 - SUBSCRIBER NETWORK16
SECTION 3.3 – SUBSCRIBER NETWORK CABLE DROPS16

ARTICLE 4 TECHNOLOGICAL AND SAFETY STANDARDS 17
SECTION 4.1 – SYSTEM MAINTENANCE17
SECTION 4.2 – REPAIRS AND RESTORATION.....18
SECTION 4.3 – TREE TRIMMING18
SECTION 4.4 – STRAND MAPS18
SECTION 4.5 – BUILDING MOVES.....19
SECTION 4.6 – DIG SAFE19
SECTION 4.7 – DISCONNECTION AND RELOCATION19
SECTION 4.8 – EMERGENCY REMOVAL OF PLANT20
SECTION 4.9 – PROHIBITION AGAINST RESELLING OF SERVICE.....20

ARTICLE 5 PROGRAMMING..... 21
SECTION 5.1 - BASIC CABLE SERVICE.....21
SECTION 5.2 - PROGRAMMING21
SECTION 5.3 - CONVERTER BOX, REMOTE CONTROLS.....21
SECTION 5.4 - STEREO TV TRANSMISSIONS21
SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE.....22

ARTICLE 6 PEG ACCESS CHANNEL(S) AND SUPPORT 23
SECTION 6.1 - PEG ACCESS CHANNEL(S).....23
SECTION 6.2 – PEG ACCESS PROVIDER.....24
SECTION 6.3 – PEG ACCESS SUPPORT25
SECTION 6.4 - ACCESS CABLECASTING.....25
SECTION 6.5– REPORT OF DISBURSEMENTS26
SECTION 6.6 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION26

ARTICLE 7 CUSTOMER SERVICE AND CONSUMER PROTECTION..... 28
SECTION 7.1 - CUSTOMER SERVICE28
SECTION 7.2 – CONSUMER COMPLAINT PROCEDURES28
SECTION 7.3 – SUBSCRIBER’ ANTENNAS – SWITCHING DEVICES.....28
SECTION 7.4 – SERVICE INTERRUPTIONS28
SECTION 7.5 – SUBSCRIBER TELEVISION SETS29
SECTION 7.6 - PROTECTION OF SUBSCRIBER PRIVACY.....29
SECTION 7.7 – MONITORING29

SECTION 7.8--POLLING	30
SECTION 7.9 – PROPRIETARY INFORMATION	30
SECTION 7.10 - EMPLOYEE IDENTIFICATION CARDS.....	31
ARTICLE 8 PRICES AND CHARGES	32
SECTION 8.1 - PRICES AND CHARGES	32
ARTICLE 9 REGULATORY OVERSIGHT	33
SECTION 9.1 – INDEMNIFICATION	33
SECTION 9.2 – INSURANCE	33
SECTION 9.3 – PERFORMANCE BOND	34
SECTION 9.4 – FRANCHISE & LICENSE FEES.....	35
SECTION 9.5 – REPORTS	35
SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY	36
SECTION 9.7 – REVOCATION OF LICENSE	36
SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE	37
SECTION 9.9 – TRANSFER OR ASSIGNMENT.....	38
SECTION 9.10 – REMOVAL OF SYSTEM.....	38
SECTION 9.11 - INCORPORATION BY REFERENCE	39
ARTICLE 10 MISCELLANEOUS	40
SECTION 10.1 - SEVERABILITY	40
SECTION 10.2 - FORCE MAJEURE.....	40
SECTION 10.3 - NOTICES.....	41
SECTION 10.4 - ENTIRE AGREEMENT	42
SECTION 10.5 - CAPTIONS	42
SECTION 10.6 - WARRANTIES	42
SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE.....	42
SIGNATURE PAGE.....	43
EXHIBIT A BUILDINGS ON THE CABLE SYSTEM	44
EXHIBIT B INSTITUTIONAL NETWORK ORIENTATION LOCATIONS.....	45
EXHIBIT C PROGRAMMING	46

BRIDGEWATER RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts/New Hampshire, LLC, Inc., (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Bridgewater, Massachusetts (hereinafter the "Town"), said license having commenced on April 7, 1998;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated July 25, 2005 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated December 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 – 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.

(c) Cable Television System or Cable System – means the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Bridgewater, 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.

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

(e) 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.

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

(g) Educational Access Channel – means the video channel(s) designated for non-commercial use by educational institutions such as public or private schools, but not “home schools,” community colleges, and universities.

(h) Effective Date – shall mean May 12, 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 Bridgewater and or any other governmental subdivision, such as an Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(k) Governmental Access Channel – means a channel designated for noncommercial use by the Issuing Authority for the purpose of showing public local government programming.

(l) Gross Annual Revenues – means the revenues received by the Licensee for the operation of Cable Service(s) in the Town of Bridgewater 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; and converter, remote control and other equipment rentals and/or leases or sales. Gross Annual Revenues shall not include any

fee, tax or assessment imposed or assessed on services furnished by the Licensee and paid to any governmental entity and collected by the Licensee on behalf of such entity. Gross Annual Revenues shall also be adjusted for reductions to cash receipts, such as refunds and bad debt.

(m) Issuing Authority – means the Board of Selectmen of the Town of Bridgewater, Massachusetts, or the lawful designee thereof.

(n) Licensee – means Comcast of Massachusetts/New Hampshire, LLC, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(o) License Fee – means the payments to be made by the Licensee to the Issuing Authority, the Town of Bridgewater and or any other governmental subdivision, which shall have the meaning as set forth in M.G.L.c. 166A, § 9.

(p) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(q) Outlet – means an interior receptacle that connects a television set to the Cable Television System.

(r) Public, Educational and Government (PEG) Access Programming – means programming produced by any Bridgewater residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(s) Person – means 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.

(t) Public Access Channel – means a video channel designed for non-commercial use by the public on a first-come, first-served, non-discriminatory basis.

(u) 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 Bridgewater, which shall entitle the 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 Bridgewater 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 the Licensee to the use thereof for the purposes of installing, operating, and maintaining the 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.

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

(w) Renewal License or License - means this Agreement and any amendments or modifications in accordance with the terms herein.

(x) Standard Installation – means the standard one hundred fifty foot (150') aerial Drop connection to the existing distribution system.

(y) Subscriber – means a Person or user of the Cable System who lawfully receives Cable Service with the Licensee's express permission.

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

(aa) Town– means the Town of Bridgewater, Massachusetts.

(ab) Video Programming or Programming – means 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/New Hampshire, LLC, Inc., a Delaware 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 Bridgewater. Nothing in this License shall be construed to prohibit the Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

(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 the Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE M.G.L.c. 166A §3(d) and 13]

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on May 12, 2008, following the expiration of the current license, and shall terminate at midnight on May 11, 2018.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS [SEE M.G.L.c. 166 §22-25]

Pursuant to M.G.L.c. 166, §§22-25, permission is hereby granted to the Licensee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways,

provided the Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

SECTION 2.4 - RENEWAL [SEE M.G.L.c. 166A §13]

(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 the 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 modified or additional terms as the Licensee and the Issuing Authority may then agree.

SECTION 2.5 - 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 of general applicability and not specific to the Cable Television System, the 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 2.6 - NON-EXCLUSIVITY OF LICENSE

(a) The Licensee acknowledges and agrees that the Issuing Authority reserves the right to grant one or more additional licenses to other Cable Service providers within the Town for the right to use and occupy the Public Ways or streets within the Issuing Authorities jurisdiction;

provided, however, that no such license agreement shall contain terms or conditions financially more favorable or less burdensome to the competitive entity than the material terms and conditions herein, including, but not limited to: franchise fees; payment schedules; insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive license is granted by the Issuing Authority which, in the reasonable opinion of the Licensee, contains more financially favorable or less burdensome terms or conditions than this Renewal License, the Issuing Authority agrees that it shall amend this Renewal License to include any more favorable or less burdensome terms or conditions.

(b) 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 any existing Licensee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service within a reasonable time thereafter.

(c) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) shall be on equivalent terms and conditions as those contained in this Renewal License.

(d) The issuance of additional license(s) shall be subject to all applicable federal and state laws, including M.G.L.c. 166A and applicable regulations promulgated thereunder.

(e) In the event that the Licensee believes that any additional license(s) has been granted on terms or conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall convene a public hearing on such issue, within not more than thirty (30) days of receipt of a hearing request from the Licensee. 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 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.

(f) Should the Licensee demonstrate that any such additional 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 make equitable amendments to this Renewal License within a reasonable time.

(g) In the event that the Licensee demonstrates that an existing or future Cable Service provider in the Town has been provided relief by the Issuing Authority from any obligation of its license, then the Licensee shall be awarded an equivalent amount of relief from obligations herein. Such relief shall be in writing and in the form of an amendment to this License. The Issuing Authority shall convene a public hearing on the issue within sixty (60) days of Licensee's notification to the Issuing Authority requiring such relief, unless otherwise mutually agreed to. License shall provide reasons for its belief in the notification. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any existing or future service providers in the Town have been provided relief by the Issuing Authority from any obligation of its cable television license. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested to justify its belief; provided, however, that the parties' counsels mutually and reasonably deem said information is non-proprietary.

(h) In the event that Cable Services are being provided to the Town by any Person(s) or Multichannel Video Programming Distributor other than the Licensee, which is not in any way an affiliate of the Licensee, and such Person(s) or Multichannel Video Programming Distributor is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Cable Services by such Person(s) or Multichannel Video Programming Distributor is having a negative financial impact upon the Licensee's Cable System operations in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within thirty (30) days of receipt of a hearing request from the Licensee.

- (i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested.
- (ii) Should the Licensee demonstrate that the Cable Service(s) of such Person(s) is having a negative financial impact upon the Licensee's Cable System operations in the Town, the Issuing Authority shall make equitable amendments to this Renewal License.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED [SEE M.G.L.c. 166A §3(a)]

(a) The Licensee shall make Cable Service available to every residential dwelling unit within the Town, subject to the limitations set forth herein. Service shall be provided where the dwelling can be reached via the public right of way in the Town or easements in the Town over which the Town has control, where the Licensee is able, in addition, to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. 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.. The Licensee shall make service available to multiple dwelling units (MDU) where economically feasible and provided that the Licensee is able to obtain from the property owners any necessary easements, permits and agreements to provide service to said MDU. Subject to the density requirement in this section., Licensee shall offer Cable Service to all new homes or previously unserved homes located within one hundred fifty aerial feet (150') of the Licensee's Distribution Cable. For non-Standard Installations the Licensee shall offer said 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. With respect to areas of the Town which are currently served by Licensee from a contiguous cable television system or currently unserved but could be served from the cable television system in a contiguous town(s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such contiguous town.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within one hundred fifty aerial feet (150 ft.) of the Distribution Cable shall be entitled to a Standard Installation rate. Installations of more than one hundred fifty aerial feet (150 ft.) or any

underground installations shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.

(c) 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. 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. Developer shall be responsible for the digging and back-filling of all trenches.

(d) If all of the transmission and distribution facilities of all of the respective public or municipal utilities, if any, in Town are underground, the Licensee shall place its Cable Systems' transmission and distribution facilities underground; provided that (1) such underground locations are actually capable of accommodating the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality, and (2) the Licensee is reimbursed for its costs associated with such underground placement if reimbursement is made to any of the respective utility companies in Town. Such reimbursement shall be through payment from the Town. In any area of Town where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Licensee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. 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 3.2 - SUBSCRIBER NETWORK

The Licensee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750MHz.

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS [SEE M.G.L.c. 166A §5(e)]

(a) The Licensee shall maintain the current level of existing 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 in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation.

(b) Licensee shall provide one (1) Drop, Outlet and Basic Cable Service at no charge to all new Public Buildings and other Town owned Public Buildings, along the Distribution Cable subject to the limitations set forth above. The Issuing Authority or its designee shall consult with a representative of the Licensee to determine the appropriate location for each Outlet prior to requesting in writing that the Licensee install the free service.

(c) Nothing in this Section shall require the Licensee to move existing Drops or Outlets, as listed in **Exhibit A**, or install an additional Drop or Outlet to any municipal or Town owned or leased Public Building which already have a free Drop or Outlet.

(d) Licensee shall continue to maintain existing video origination/return locations that are listed in **Exhibit B**.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE [SEE M.G.L.c. 166A §5]

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

(b) The construction, maintenance and operation of the Cable 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, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. The 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.

(e) The signal of any Broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the Issuing Authority, the Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Issuing Authority when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION [SEE M.G.L.c. 166A §5(g)]

Whenever the 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 the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of the Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Licensee upon written demand by the Issuing Authority. However, prior to such repair or restoration the Town should submit a written estimate to the Licensee of the actual cost of said repair or restoration.

SECTION 4.3 - TREE TRIMMING [SEE M.G.L.c. 166A §5(a)]

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

SECTION 4.4 - STRAND MAPS

The Licensee shall maintain a complete set of strand maps of the Town, which will show those areas in which its facilities exist, the location of all streets and the location of all residences.

The strand maps will be retained at Licensee's primary place of business and will be available to the Issuing Authority for inspection by the Issuing Authority upon written request.

SECTION 4.5 - BUILDING MOVES [SEE M.G.L.c. 166 §39]

(a) In accordance with applicable laws, the 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). The Licensee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes.

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

SECTION 4.6 - DIG SAFE [SEE M.G.L.c. 82 §40]

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

SECTION 4.7 - DISCONNECTION AND RELOCATION [SEE M.G.L.c. 166 §39]

(a) The 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) In requiring the Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

(c) In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.8 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.9 – PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of the Licensee, any Cable Service, program or signal transmitted over the Cable System by the Licensee.

**ARTICLE 5
PROGRAMMING**

SECTION 5.1 - BASIC CABLE SERVICE

The Licensee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534.

SECTION 5.2 - PROGRAMMING

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

The Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by the Licensee, if any, and allow the use of remotes. The 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 and received at the 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, the Licensee shall make available channel capacity for commercial use by persons unaffiliated with the Licensee. Rates for use of commercial access channels shall be negotiated between the Licensee and the commercial user in accordance with federal law.