

**-Town of Chelmsford, MA Cable Television Renewal License-
April 1, 2016-March 31, 2024**

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
COMCAST OF SOUTHERN NEW ENGLAND, INC.**

**THE BOARD OF SELECTMEN
TOWN OF CHELMSFORD,
MASSACHUSETTS**

-Town of Chelmsford, MA Cable Television Renewal License-
April 1, 2016-March 31, 2024

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INTRODUCTION

AGREEMENT

This Cable Television Renewal License entered into this 21st day of March, 2016, by and between the Board of Selectmen of the Town of Chelmsford, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Southern New England, Inc. (“Comcast”).

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Chelmsford, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive cable television licenses to construct, operate and maintain a Cable Television System within the Town of Chelmsford; and

WHEREAS, the Issuing Authority conducted a public ascertainment hearing, pursuant to Section 626 of the Cable Act, held on February 23, 2015, in order to (1) ascertain the future cable related community needs and interests of Chelmsford, and (2) review the performance of Comcast and its predecessors during its then-current license term; and

WHEREAS, the Issuing Authority submitted a Request-for-Proposal (“RFP”) to Comcast dated September 23, 2015; and

WHEREAS, Comcast submitted a response to the Town’s RFP and a Massachusetts Cable Division Form 100 to the Town of Chelmsford, dated October 22, 2015, for a renewal license to operate and maintain a Cable Television System in the Town of Chelmsford; and

WHEREAS, the Issuing Authority and Comcast did engage in good faith negotiations and did agree on terms and provisions for Comcast’s continued operations and maintenance of its Cable Television System in the Town of Chelmsford.

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

ARTICLE 1
DEFINITIONS

Section 1.1---DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense 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.

- (1) Access - The right or ability of any Chelmsford resident and/or any Persons affiliated with a Chelmsford institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.
- (2) Access Channel - A video channel which the Licensee shall make available, without charge, for the purpose of transmitting non-commercial Programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.
- (3) Access Corporation - The entity designated by the Issuing Authority of the Town of Chelmsford, from time to time, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System, or any other or successor entity.
- (4) 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.
- (5) Basic Cable Service or Basic Service - Any service tier which includes the retransmission of local television broadcast signals.
- (6) CMR - The Code of Massachusetts Regulations.
- (7) Cable Communications Act (the "Cable Act") - Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996)(the Telecommunications Act of 1996) and as may be further amended.

(8) Cable Division - The Cable Television Division of the Massachusetts Department of Telecommunications and Energy.

(9) Cable Service - The one-way transmission to Subscribers of Video Programming or other Programming Services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services, which the Licensee may make available to Subscribers in the Town of Chelmsford.

(10) Cable Television System or Cable System - The facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed 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 the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(11) Commercial Subscriber - A commercial, non-residential Subscriber to Cable Service.

(12) Complaint - Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(13) Converter - Any device changing the frequency of a Signal. A Subscriber Converter may control reception capacity and/or unscramble coded Signals distributed over the Cable System.

(14) Department of Public Works ("DPW") - The Department of Public Works of the Town of Chelmsford, Massachusetts.

(15) Downstream Channel - A channel over which Signals travel from the Cable System Headend or Hub Site to an authorized recipient of Programming.

(16) Drop or Cable Drop - The coaxial or fiber cable that connects an Outlet to the Cable System.

(17) Educational Access Channel - A specific channel(s) on the Cable System made available by the Licensee to Chelmsford educational institutions and/or educators wishing to present non-commercial educational Programming and information to the public.

(18) Effective Date of Renewal License (the Effective Date) - April 1, 2016.

(19) FCC - The Federal Communications Commission, or any successor agency.

(20) Feeder Line - A branch off one of the Town-wide distribution cable trunks, which feeds a small area or neighborhood.

(21) Government Access Channel - A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial Programming and/or information to the public.

(22) Gross Annual Revenues - All revenues derived by the Licensee and/or its Affiliates, calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber revenues; all Pay Cable, Pay-Per-View revenues; any other services now or in the future deemed to be lawful for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; video-on-demand Cable Services; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said 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 received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; 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. For purposes of this section, the term "Cable Services" shall include any other services now or in the future that the Licensee agrees shall be deemed to be lawful for purposes of computing Gross Annual Revenues resulting from a decision by a court or forum of appropriate jurisdiction.

(23) Headend - The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(24) Hub or Hub Site - A sub-Headend, generally located within a cable television community, used either for the purpose of (i) Signal processing or switching, or (ii) placement of a fiber Node or transportation super trunk.

(25) Issuing Authority - The Board of Selectmen of the Town of Chelmsford, Massachusetts.

(26) Leased Channel or Leased Access - A video channel that the Licensee shall make available pursuant to Section 612 of the Cable Act.

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- (27) License Fee or Franchise Fee - The payments to be made by the Licensee to the Town of Chelmsford and/or the designated Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act.
- (28) Licensee - Comcast of Southern New England, Inc., or any successor or transferee in accordance with the terms and conditions in the Renewal License.
- (29) Origination Capability or Origination Point - An activated connection to an I-Net Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.
- (30) Outlet - An interior or exterior receptacle mounted in a wall that connects a Subscriber's or User's television set or Subscriber-owned or User-owned equipment to the Cable System. An Outlet can contain connections to either the Subscriber Network and/or the I-Net for Users.
- (31) Pay Cable or Premium Services - Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.
- (32) Pay-Per-View - Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (33) Pedestal - An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.
- (34) PEG - The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (35) PEG Access Channels - Any channel(s) made available by the Licensee for the presentation of PEG Access Programming.
- (36) Person - Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (37) Prime Rate - The prime rate of interest at Bank of America.
- (38) Public Access Channel - A specific channel(s) on the Cable System made available by the Licensee for the use of Chelmsford residents and/or organizations wishing to present non-commercial Programming and/or information to the public.
- (39) Public Way or Street - The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. 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.
- (40) Renewal License - The non-exclusive Cable Television License granted to the Licensee by this instrument.

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- (41) Scrambling/encoding - The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other authorized and otherwise lawful decoding device.
- (42) Service - Any Basic Cable Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.
- (43) Signal - Any transmission of electromagnetic or optical energy, which carries Programming from one location to another.
- (44) State - The Commonwealth of Massachusetts.
- (45) Subscriber - Any Person, firm, corporation or other entity, located in Chelmsford, who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Chelmsford Cable Television System.
- (46) Subscriber Network - The minimum 750 MHz network , with a minimum of seventy-eight (78) channels, to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.
- (47) Town - The Town of Chelmsford, Massachusetts.
- (48) Town Counsel - The Town Counsel of the Town of Chelmsford, Massachusetts.
- (49) Trunk, Feeder Line and Distribution System - That portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscriber's residences.
- (50) Upstream Channel - A channel over which Signals travel from an authorized location to the Cable System Headend and/or the I-Net Hub Site.
- (51) User - A Person utilizing the Cable Television System or the I-Net, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.
- (52) Video Programming or Programming - 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 Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Chelmsford, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Chelmsford.

(b) This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all lawful Town, State and federal statutes and by-laws of general application, as all may be lawfully amended from time to time.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Chelmsford within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Chelmsford. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or unreasonably interfere with the lives of Persons, with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

(d) Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works ("DPW") and with all lawful, applicable state and local laws and regulations.

Section 2.2 - TERM OF RENEWAL LICENSE

The term of this Renewal License shall be eight (8) years, commencing on April 1, 2016 and expiring at midnight on March 31, 2024.

Section 2.3 - NON-EXCLUSIVITY OF RENEWAL 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 Chelmsford; 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 not be on terms more favorable or less burdensome than those contained in this Renewal License.

(i) In the event that the Licensee believes that any 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 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 consider and negotiate, in good faith, equitable amendments to this Renewal License.

(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.

Section 2.4 - POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all State and Town laws, by-laws, rules, and regulations governing construction within a Public Way and any by-laws enacted by the Town. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of law of appropriate jurisdiction.

Section 2.5 - REMOVAL OR ABANDONMENT

(a) Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has had its license renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to Section 2.6 infra, the Licensee shall remove all of its supporting structures, poles, Trunk, Feeder Line and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned.

(b) The parties hereto shall be subject to applicable State and federal law regarding the removal and abandonment of the Cable System including, but not limited to, MGL Chapter 166A(5)(f).

Section 2.6 - TRANSFER OF THE RENEWAL LICENSE

(a) Subject to applicable law, 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. Such consent shall be given only after a public hearing upon a written application therefor on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, 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.

(b) Pursuant to 207 CMR 4.04, as may be amended and applicable federal law, in considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license and any other criteria allowable under law and/or regulation.

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

(d) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

(e) Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120-day period is extended by mutual consent of the parties.

(f) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) 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 2.7 - EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without the Licensee complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of the Renewal License.

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(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 the 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
CABLE SYSTEM DESIGN**

Section 3.1 - SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate, maintain and make available to all residents of the Town a minimum 750 MHz Subscriber Network subject to Section 4.1 infra. Said Cable System shall be fully capable of carrying at least seventy-eight (78) Downstream Channels.

(b) The Licensee shall transmit all of its Signals to Chelmsford Subscribers in stereo, provided that such Signals are available and furnished to the Licensee in stereo.

Section 3.2 - PARENTAL CONTROL CAPABILITY

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, pursuant to applicable law. Where Converters are utilized, there shall be no separate charge, other than the price normally charged by the Licensee for the Converter itself, for such parental control capability. The Licensee shall advise potential Subscribers of the availability of such parental control.

Section 3.3 - EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network described in Section 3.1 above shall comply with the FCC's Emergency Alert System ("EAS") regulations.

Section 3.5 - SYSTEM TECHNICAL SPECIFICATIONS

The system design of the Cable Television System, pursuant to Section 3.1 herein, shall conform to the FCC technical specifications contained in **Exhibit 2** attached hereto and made a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

ARTICLE 4
CABLE SYSTEM LOCATION & OPERATIONAL STANDARDS

Section 4.1 - AREA TO BE SERVED

(a) The area to be served is the entire Town, except for commercial property that may be rezoned for residential use.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred twenty-five feet (125') from the existing aerial Trunk and Distribution System and additions thereto under construction. If a residence is located more than 125' from the Trunk and Distribution System, there shall be an additional charge based on (i) a per foot basis prorated to the standard aerial installation charge and (ii) the actual cost, plus reasonable rate of return, to the Licensee for any additional poles or amplifiers necessary to complete installation. Any underground installation shall be provided at the Licensee's actual cost, plus reasonable rate of return, and the work thereon shall be performed only after the Licensee has provided the affected party with a cost estimate of any such costs and has obtained the party's acceptance thereof.

Section 4.2 - LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall continue to install, operate and maintain the Cable Television System within the Town of Chelmsford. Licensee-owned poles, towers, if any, and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all Licensee-owned poles, towers, if any, and other obstructions shall be in accordance with all applicable State and local by-laws and regulations.

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, 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 companies at no charge to the Town or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense.

(b) 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. Costs shall be allocated pursuant to applicable law(s) and regulation(s).

(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 of applicable law.

Section 4.4 - TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

Section 4.5 - RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition 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 performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.6 - TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of Service.

Section 4.7 - DISCONNECTION AND RELOCATION

The Licensee shall, at no charge or cost to the Town, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, 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(s) 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.

Section 4.8 - SAFETY STANDARDS

The Licensee shall continue to operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws, any other applicable regulations, as the same exist or may be amended hereafter.

Section 4.9 - PEDESTALS

Pedestals housing active and/or passive devices may be installed and utilized by the Licensee in and on the Town's Public Way(s) for the provision of Cable Service(s), subject to the Licensee applying for and receiving a permit for such installation and/or utilization. Such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the construction maps submitted to the Town in accordance with Section 4.12 infra. In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove any such Pedestals from the Public Way(s) expeditiously.

Section 4.10 - PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws 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 promptly repair or replace all private property, to its previous condition, real and personal, shown to have been damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at no cost(s) to the private property owners and/or the Town.

Section 4.11 - RIGHT TO INSPECTION OF SYSTEM

The Issuing Authority or its designee(s) shall have the right to inspect the Cable System as it shall reasonably deem necessary to ensure compliance with the terms and conditions of this Renewal License and all other applicable law;; provided, however, that such inspections are reasonable and do not unreasonably interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Licensee. The Licensee may have a representative present during such inspections and shall fully cooperate in these activities.

Section 4.12 - CABLE SYSTEM MAPS

(a) Upon written request by the Issuing Authority, but not more than once annually, the Licensee shall file with the Issuing Authority or its designee strand maps of all existing and newly constructed Cable System plant. If changes are made in the Cable System, upon written request, the Licensee shall file updated strand maps annually, not later than fifteen (15) days after each anniversary of the Execution Date of this Renewal License.

(b) Upon request, the Licensee shall make "as-built" maps available to the Issuing Authority and/or its designee(s) for inspection at a mutually-convenient location.

Section 4.13 - SERVICE INTERRUPTION

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

Section 4.14 - COMMERCIAL ESTABLISHMENTS

The Licensee shall continue to be required to make Cable Service(s) available to any commercial establishments in the Town, upon the parties reaching a reasonable agreement regarding the terms and costs of initial installation and Service.

Section 4.15 - DIG SAFE

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

ARTICLE 5
SERVICES & PROGRAMMING

Section 5.1 - BASIC SERVICE

The Licensee shall continue to provide a Basic Service which shall include all Signals which are required to be carried by a cable television system serving the Town pursuant to applicable statute or regulation.

Section 5.2 - PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 1**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in **Exhibit 1**, attached hereto, are at the sole discretion of the Licensee, which Programming may be subject to change from time to time.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Chelmsford Programming line-up at least thirty (30) days before any such change is to take place. The Licensee shall also provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

Section 5.3 - LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4 - CABLE COMPATIBILITY/SCRAMBLING OF CABLE CHANNELS

The Licensee shall continue to maintain equipment compatibility in accordance with applicable law and regulation.

Section 5.5 - CONTINUITY OF SERVICE

It shall continue to be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored: 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 in an

unlawful manner. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.6 - FREE DROPS & MONTHLY SERVICE TO PUBLIC AND SCHOOL BUILDINGS

The Licensee shall continue to provide a single Cable Drop, an Outlet and monthly Cable Service along its cable routes at no cost to all public schools, police and fire stations, public libraries, and other public buildings receiving such service as of the Effective Date of this Renewal License, as listed in **Exhibit 2** attached hereto. Thereafter, the Licensee shall provide a single Cable Drop, an Outlet and such monthly Cable Service along its cable routes at no cost to public schools, police and fire stations, public libraries, and other public buildings designated in writing by the Issuing Authority.

**ARTICLE 6
PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS
FACILITIES AND SUPPORT**

Section 6.1 - PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Access Corporation, as designated by the Issuing Authority, shall continue to be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

Section 6.2 - ACCESS CORPORATION

The Access Corporation shall provide services to PEG Access Users and the Town, as follows:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.6 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users, in accordance with available funding;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Assist Users in the production of Programming of interest to Subscribers and focusing on Town issues, events and activities; and
- (8) Accomplish and perform all such other tasks as appropriate and necessary, as may be authorized by its Board of Directors.

Section 6.3 - PEG ACCESS CHANNELS

(a) Subject to paragraph (c) below, the Licensee shall make available to the Issuing Authority and/or the Access Corporation three (3) full-time Subscriber Network Downstream Channels for PEG Access non-commercial purposes.

(b) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, the Town, the Access Corporation and/or PEG Access Users, and shall be subject to the control and management of the Access Corporation. Charges to Subscribers, if any, shall be subject to applicable law(s) and regulation(s).