

**CABLE TELEVISION  
RENEWAL LICENSE**

**GRANTED TO**

**COMCAST OF MASSACHUSETTS I, INC.**

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

**SEPTEMBER 23, 2008**

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**A G R E E M E N T**

This Cable Television Renewal License entered into this 23rd day of September, 2008, by and between Comcast of Comcast of Massachusetts I, Inc. ("Comcast"), a Massachusetts corporation, and the Board of Selectmen of the Town of Middleton, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A.

**W I T N E S S E T H**

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

WHEREAS, the Issuing Authority conducted a public hearing, pursuant to Section 626 of the Cable Act, on January 22, 2008, to (1) ascertain the future cable related community needs and interests of Middleton, and (2) review the performance of Comcast during its current license term; and

WHEREAS, the Issuing Authority sent a Request-For-Renewal-Proposal ("RFP") to Comcast on February 28, 2008, pursuant to Section 626(c) of the Cable Act; and

WHEREAS, Comcast responded to the RFP on April 1, 2008.

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 Middleton resident and/or any persons affiliated with a Middleton 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 licensee-owned video channel which the Licensee shall make available to the Town of Middleton, its designees, and/or Access Users, 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 Provider:** The entity, as designated by the Issuing Authority from time to time, responsible for the provision of Public, Educational and Governmental Programming to Middleton Cable Television Subscribers.
- (4) **Affiliate or Affiliated Person:** Another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.
- (5) **Basic Service:** Any service tier which includes the retransmission of local television broadcast signals.
- (6) **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, as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).
- (7) **Cable Advisory Committee:** The Cable Television Advisory Committee as appointed and designated by the Issuing Authority.
- (8) **Cable Division:** The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

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(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.

(10) **Cable Television System or Cable System:** A 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 the Town, 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) **CMR:** The acronym for Code of Massachusetts Regulations.

(12) **Commercial Subscriber:** A commercial, non-residential Subscriber to Cable Television Service.

(13) **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.

(14) **Converter:** Any device altering a Signal coming to a Subscriber. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(15) **Department of Public Works ("DPW"):** The Department of Public Works of the Town of Middleton, Massachusetts.

(16) **Downstream Channel:** A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(17) **Drop or Cable Drop:** The coaxial cable that connects each home or building to the feeder line of the Cable System.

(18) **Educational Access Channel:** A Licensee-owned channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or its designee(s) for use by, among others, educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

(19) **Effective Date of the Renewal License (the "Effective Date"):** September 23, 2008.

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(20) FCC: The Federal Communications Commission, or any successor agency.

(21) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority for use by, among others, those Persons and/or the Access Provider wishing to present non-commercial governmental programming and/or information to the public.

(22) Gross Annual Revenues: Revenues received by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System in the Town of Middleton for the provision of Cable Service(s) including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or Cable Service charges received from Subscribers; all Pay Cable and Pay-Per-View revenues; fees paid on all Subscriber fees ("Fee-on-Fee"); installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; all Commercial Subscriber Cable Service revenues; fees paid for commercial use pursuant to Section 612 of Cable Act; Converter, remote control and other equipment rentals, and/or leases or and/or sales; all home-shopping service(s) revenues; and advertising revenues. In the event that an Affiliate 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 for said Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off; 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.

(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 microwave link or transportation super trunk.

(25) Issuing Authority: The Board of Selectmen of the Town of Middleton, Massachusetts.

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

(27) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Middleton, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.

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(28) Licensee: Comcast of Massachusetts I, Inc. ("Comcast") or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(29) Normal Business Hours: Those hours during which most similar businesses in Middleton are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

(30) Origination Capability: An activated connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(31) Outlet: An interior receptacle, generally mounted in a wall that connects a Subscriber's or User's equipment to the Cable System.

(32) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis.

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

(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 for the presentation of PEG Access Programming.

(36) PEG Access Transition Date: December 15, 2008.

(37) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

(38) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(39) Prime Rate: The prime rate of interest at the Federal Reserve Bank.

(40) Public Access Channel: A Licensee-owned channel on the Cable System made available by the Licensee to the Issuing Authority and/or its designees for use by, among others, Middleton individuals, organizations and/or the Access Provider wishing to present non-commercial programming and/or information to the public.

(41) 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.

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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.

(42) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

(43) 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 decoding device.

(44) Service: Any Basic Service, any Pay Cable Service, or any other Cable Service, whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

(45) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(46) State: The Commonwealth of Massachusetts.

(47) Subscriber: Any Person, firm, Provider or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(48) Subscriber Network: The 750 MHz Cable Television System to be operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

(49) Town: The Town of Middleton, Massachusetts.

(50) Town Counsel: The Town Counsel of the Town of Middleton, Massachusetts.

(51) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

(52) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(53) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals, as opposed to utilization solely as a Subscriber.

(54) VCR: The acronym for video cassette recorder.

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**(55) 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 Middleton, 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 Middleton.

(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 Town by-laws, and State and federal statutes of general application, as all may be amended.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to operate and maintain the Cable Television System in, under, over, along, across or upon the Public Ways and Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Middleton 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 Cable Services and Signals in accordance with the laws of the United States of America, the State of Massachusetts and the Town of Middleton. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, interfere 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 and any special laws or Town by-laws and/or regulations enacted hereafter. The Licensee reserves the right to appeal any such dispute in a court of competent jurisdiction.

**Section 2.2---TERM OF RENEWAL LICENSE**

The term of this Renewal License shall be a ten (10) year term, commencing on September 23, 2008 and expiring on September 22, 2018, unless sooner terminated as provided herein.

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

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted, on terms or 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. The Issuing Authority shall convene said hearing within (45) days of such request, unless otherwise agreed to by the Issuing Authority and 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 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 in order to justify its belief.

(ii) Should the Licensee demonstrate, and the Issuing Authority reasonably finds, 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), 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 applicable DPW regulations, , and any by-laws and/or regulations enacted and/or amended by the Town. Any conflict between

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the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of competent jurisdiction.

**Section 2.5---REMOVAL OR ABANDONMENT**

Upon termination of this Renewal License, by passage of time or otherwise, unless (1) the Licensee has had its Renewal 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 below, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

**Section 2.6---TRANSFER OF THE RENEWAL LICENSE**

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed 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 or delayed. Such consent shall be given only after a hearing upon a written application therefor on forms prescribed by the Cable Division and/or the FCC. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application. Pursuant to 207 CMR 4.01(2), a transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under M.G.L.c.166A Section 7. Under 207 CMR 4.00, an "affiliated company" is any person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity.

(b) Subject to applicable law, in considering a request to transfer control of this Renewal License, the Issuing Authority shall consider such factors as the transferee's management experience, technical expertise, financial capability, legal ability to operate the Cable System under the Renewal License, and may consider other criteria allowable under applicable federal and/or State law(s) and/or regulation(s).

(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

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under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(d) The Licensee shall submit to the Issuing Authority the application and FCC Form 394 requesting such transfer or assignment consent.

(e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. 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) Any proposed controlling or owning Person or transferee approved by the Town shall be subject to all of the terms and conditions contained in this Renewal License.

**Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION**

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

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

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

**ARTICLE 3**

**SYSTEM DESIGN**

**Section 3.1---SUBSCRIBER NETWORK**

(a) The Licensee shall continue to operate and make available to all residents of the Town its existing 750 MHz Subscriber Network.

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

**Section 3.2---EMERGENCY ALERT OVERRIDE CAPACITY**

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

**Section 3.3---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.

**ARTICLE 4**

**MAINTENANCE AND OPERATION**

**Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS**

(a) The Licensee shall make its Cable System Service available to all residents of the Town subject to Force Majeure and to the installation charges herein.

(b) Installation charges shall be non-discriminatory, except that an additional charge for time and materials may be made for customized installation within a Subscriber's residence. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred fifty feet (150') from the existing aerial and/or underground Trunk and Distribution System and additions thereto.

**Section 4.2---LOCATION OF CABLE TELEVISION SYSTEM**

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

**Section 4.3---UNDERGROUND FACILITIES**

(a) In the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground.

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

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers to the extent allowed by applicable law.

**Section 4.4---TREE TRIMMING**

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along Public Ways. 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 this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town's DPW.

**Section 4.5---RESTORATION TO PRIOR CONDITION**

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way, 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 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, without charge to the Town, protect, support, temporarily disconnect, relocate in the same Street or other Public Way, or remove from any Street or any other Public Ways, any of its property as required by the Issuing Authority and/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 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 NCTA Safety Manual, the National Electrical Safety Code, the National Television Standards Code, the Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Cable Division and the FCC, all State and local laws, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

**Section 4.9---PEDESTALS**

In any cases in which Pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, 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 Cable System maps submitted to the Town in accordance with Section 4.12 infra. In the event that the Licensee is no longer using any such Pedestals, for the provision of Cable Service(s), the Licensee shall expeditiously remove any such Pedestals from the Public Way(s), unless the Licensee is otherwise permitted to use such Pedestals pursuant to applicable law(s).

**Section 4.10---PRIVATE PROPERTY**

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

**Section 4.11---RIGHT TO INSPECTION OF CONSTRUCTION**

(a) Subject to paragraph (b) below, the Issuing Authority and/or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any



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such inspection shall not interfere with the Licensee's operations, except in emergency situations.

(b) Any inspection requested by the Town shall be without charge(s) to the Licensee, and shall have prior approval of the Licensee, which approval shall not be unreasonably denied. The Licensee shall have the right to be present during all such inspections.

**Section 4.12---CABLE SYTEM MAPS**

Upon written request, the Licensee shall file with the Issuing Authority strand maps of all Cable System plant. If changes are made in the Cable System, the Licensee, upon written request, shall file the affected or revised updated map(s) not more than once annually, not later than thirty (30) days after each anniversary of the Effective Date of this Renewal License.

**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 non-routine repairing, constructing or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of twenty-four (24) hours notice to all affected Subscribers.

**Section 4.14---COMMERCIAL ESTABLISHMENTS**

The Licensee shall make Cable Service(s) available to any commercial establishments in the Town, provided that said establishment(s) agrees to pay for construction, installation and monthly subscription costs as established by the Licensee, including any costs of extending the Trunk and Distribution System, if necessary in order to provide such Cable Service.

**Section 4.15---"DIG SAFE"**

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

**ARTICLE 5**

**SERVICES AND PROGRAMMING**

**Section 5.1---BASIC SERVICE**

The Licensee shall provide a Basic Service to all Subscribers in 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 federal law, all Programming decisions, including the Programming listed in **Exhibit 1**, attached hereto, are at the sole discretion of the Licensee.

(b) The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Middleton Programming line-up at least thirty (30) days before any such change is to take place.

**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--- VCR/DVD CABLE COMPATIBILITY**

In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any channel and set their "time shifter" to record multiple channels remotely, the Licensee shall provide to any Subscriber, upon request, an A/B switch or by-pass switch, which will allow VCR and/or DVD owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR and/or DVD, except two scrambled Signals.

