

CABLE TELEVISION RENEWAL LICENSE

Comcast of Massachusetts I, Inc.

**For the
BOARD OF SELECTMEN**

**Of the
TOWN OF NORTH ANDOVER,
MASSACHUSETTS**

Term: February 12, 2014 – February 11, 2024

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS6
 Section 1.1---DEFINITIONS.....6
ARTICLE 2 GRANT OF RENEWAL LICENSE11
 Section 2.1---GRANT OF RENEWAL LICENSE11
 Section 2.2---TERM OF RENEWAL LICENSE11
 Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE.....11
 Section 2.4---POLICE AND REGULATORY POWERS.....12
 Section 2.5---REMOVAL.....12
 Section 2.6---TRANSFER OF THE RENEWAL LICENSE12
 Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION13
ARTICLE 3 CABLE SYSTEM DESIGN15
 Section 3.1---SUBSCRIBER NETWORK.....15
 Section 3.2---EMERGENCY ALERT OVERRIDE CAPACITY.....15
 Section 3.3---PARENTAL CONTROL CAPABILITY15
ARTICLE 4 CABLE SYSTEM LOCATION, MAINTENANCE AND OPERATIONAL STANDARDS.....16
 Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS.....16
 Section 4.2---LOCATION OF THE CABLE TELEVISION SYSTEM16
 Section 4.3---UNDERGROUND FACILITIES16
 Section 4.4---TREE TRIMMING17
 Section 4.5---RESTORATION TO PRIOR CONDITION17
 Section 4.6---TEMPORARY RELOCATION17
 Section 4.7---DISCONNECTION AND RELOCATION.....17
 Section 4.8---SAFETY STANDARDS.....17
 Section 4.9---PEDESTALS17
 Section 4.10---PRIVATE PROPERTY.....18
 Section 4.11---RIGHT TO INSPECTION OF SYSTEM18
 Section 4.12---CABLE SYSTEM MAPS.....18
 Section 4.13---SERVICE INTERRUPTION.....18
 Section 4.14---COMMERCIAL ESTABLISHMENTS.....18
 Section 4.15---DIG SAFE.....18
ARTICLE 5 SERVICES AND PROGRAMMING19
 Section 5.1---BASIC SERVICE19
 Section 5.2---PROGRAMMING.....19
 Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE19
 Section 5.4--- VCR/CABLE COMPATIBILITY19
 Section 5.5---CONTINUITY OF SERVICE.....19
 Section 5.6---FREE DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS AND PUBLIC
 SCHOOLS.....20
ARTICLE 6 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT21
 Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS21
 Section 6.2---PEG ACCESS CORPORATION.....21
 Section 6.3---PEG ACCESS CHANNELS21

Section 6.4--PEG ACCESS FUNDING	22
Section 6.5--PEG ACCESS EQUIPMENT/FACILITIES FUNDING	23
Section 6.6--EQUIPMENT OWNERSHIP	23
Section 6.7--ACCESS CORPORATION ANNUAL REPORT	23
Section 6.8--PEG ACCESS CHANNELS MAINTENANCE	23
Section 6.9--PEG ACCESS CABLECASTING	23
Section 6.10--CENSORSHIP	24
ARTICLE 7 ANNUAL FUNDING TO THE TOWN	26
Section 7.1--LICENSE FEE PAYMENTS	26
Section 7.2--OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS	26
Section 7.3--LATE PAYMENT	26
Section 7.4--RECOMPUTATION	26
Section 7.5--AFFILIATES USE OF SYSTEM	27
Section 7.6--METHOD OF PAYMENT	27
ARTICLE 8 RATES AND CHARGES	28
Section 8.1--RATE REGULATION	28
Section 8.2--NOTIFICATION OF RATES AND CHARGES	28
Section 8.3--PUBLICATION AND NON-DISCRIMINATION	28
Section 8.4--CREDIT FOR SERVICE INTERRUPTION	28
ARTICLE 9 INSURANCE AND BONDS	29
Section 9.1--INSURANCE	29
Section 9.2--PERFORMANCE BOND	29
Section 9.3--REPORTING	30
Section 9.4--INDEMNIFICATION	30
Section 9.5--NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE	30
ARTICLE 10 ADMINISTRATION AND REGULATION	31
Section 10.1--REGULATORY AUTHORITY	31
Section 10.2--PERFORMANCE EVALUATION HEARINGS	31
Section 10.3--NONDISCRIMINATION	31
Section 10.4--EMERGENCY REMOVAL OF PLANT	31
Section 10.5--REMOVAL AND RELOCATION	32
Section 10.6--JURISDICTION	32
ARTICLE 11 DETERMINATION OF BREACH-LIQUIDATED DAMAGES LICENSE REVOCATION	33
Section 11.1--DETERMINATION OF BREACH	33
Section 11.2--REVOCATION OF THE RENEWAL LICENSE	33
Section 11.3--TERMINATION	34
Section 11.4--NOTICE TO TOWN OF LEGAL ACTION	34
Section 11.5--NON-EXCLUSIVITY OF REMEDY	34
Section 11.6--NO WAIVER-CUMULATIVE REMEDIES	34
ARTICLE 12 SUBSCRIBER RIGHTS AND CONSUMER PROTECTION	35
Section 12.1--TELEPHONE ACCESS	35
Section 12.2--CUSTOMER SERVICE CALL CENTER	35
Section 12.3--INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME	35
Section 12.4--FCC CUSTOMER SERVICE OBLIGATIONS	36
Section 12.5--BUSINESS PRACTICE STANDARDS	36
Section 12.6--COMPLAINT RESOLUTION PROCEDURES	36
Section 12.7--REMOTE CONTROL DEVICES	37
Section 12.8--EMPLOYEE IDENTIFICATION CARDS	37

Section 12.9---PROTECTION OF SUBSCRIBER PRIVACY37
Section 12.10---PRIVACY WRITTEN NOTICE37
Section 12.11---MONITORING38
Section 12.12---DISTRIBUTION OF SUBSCRIBER INFORMATION38
Section 12.13---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION
DECISIONS38
Section 12.14---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION38
Section 12.15---PRIVACY STANDARDS REVIEW38
ARTICLE 13 REPORTS, AUDITS AND PERFORMANCE TESTS.....39
Section 13.1---GENERAL39
Section 13.2---FINANCIAL REPORTS39
Section 13.3---CABLE SYSTEM INFORMATION39
Section 13.4---IN-HOUSE TELEPHONE REPORTS39
Section 13.5---SUBSCRIBER COMPLAINT REPORT39
Section 13.6---ANNUAL PERFORMANCE TESTS.....39
Section 13.7---QUALITY OF SERVICE.....40
Section 13.8---DUAL FILINGS40
Section 13.9---ADDITIONAL INFORMATION40
Section 13.10---INVESTIGATION.....40
ARTICLE 14 EMPLOYMENT.....41
Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY41
Section 14.2---NON-DISCRIMINATION41
ARTICLE 15 MISCELLANEOUS PROVISIONS.....42
Section 15.1---ENTIRE AGREEMENT42
Section 15.2---CAPTIONS42
Section 15.3---SEPARABILITY42
Section 15.4---ACTS OR OMISSIONS OF AFFILIATES42
Section 15.5---RENEWAL LICENSE EXHIBITS.....42
Section 15.6---WARRANTIES.....42
Section 15.7---FORCE MAJEURE43
Section 15.8---REMOVAL OF ANTENNAS.....43
Section 15.9---SUBSCRIBER TELEVISION SETS43
Section 15.10---APPLICABILITY OF RENEWAL LICENSE.....43
Section 15.11---NOTICES43
Section 15.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY44
Section 15.13---TOWN'S RIGHT OF INTERVENTION44
Section 15.14---TERM44
EXHIBITS.....45
SIGNATURE PAGE59

AGREEMENT

This Cable Television Renewal License entered into by and between the Board of Selectmen of the Town of North Andover, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Massachusetts I, Inc. ("Comcast" or the "Licensee").

WITNESSETH

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated March 24, 2011 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act"); and

WHEREAS, the Issuing Authority of the Town of North Andover, 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 North Andover; and

WHEREAS, the Issuing Authority conducted a public ascertainment hearing, pursuant to Section 626 of the Cable Act, on September 14, 2011 in order to (1) ascertain the future cable related community needs and interests of North Andover, and (2) review the performance of Comcast and its predecessors during its then-current license term; and

WHEREAS, the Issuing Authority and Comcast engaged in good faith negotiations pursuant to Section 626(h) of the Cable Act and did agree thereto on terms and provisions for Comcast's continued operations and maintenance of its Cable Television System in the Town of North Andover.

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 North Andover resident and/or any Persons affiliated with a North Andover institution to use designated PEG facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures lawfully established by the Issuing Authority or its Access Provider for such use.

(2) **Access Channel:** A video channel which the Licensee owns and 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/or similar organizations, subject to the conditions and procedures as lawfully established by the Issuing Authority or its Access Provider for such use.

(3) **Access Corporation:** The entity, designated by the Issuing Authority 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 and as subject to the terms and conditions herein.

(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 Service:** Any service tier which includes the retransmission of local television broadcast signals.

(6) **CMR:** The Code of Massachusetts Regulations.

(7) **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).

(8) **Cable Division:** The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

(9) **Cable Service or 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 all Subscribers generally.

(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 Communications 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 a 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 expand 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 North Andover, 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 cable that connects an Outlet to the feeder cable of the Cable System.

(17) **Educational Access Channel:** A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority, for the use of educational institutions and/or the Access Corporation to present non-commercial educational programming and information to the public, subject to the conditions and procedures as lawfully established by the Issuing Authority for such use, or subject to the conditions and procedures as lawfully established by the School Department or the Access provider to the extent the Issuing Authority delegates to the School Department or the Access Provider the authority to establish conditions and procedures for Educational Access Channel use.

(18) **Effective Date of Renewal License (the "Effective Date"):** February 12, 2014.

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

(20) **Government Access Channel:** A specific channel(s) on the Cable System owned and 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, subject to the conditions and procedures as lawfully established by the Issuing Authority for such use, or subject to the conditions and procedures as lawfully established by the Access Provider to the extent the Issuing Authority delegates to the Access Provider the authority to establish conditions and procedures for Governmental Access Channel use.

(21) **Gross Annual Revenues:** Revenues received by the Licensee and/or its Affiliates 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; all Commercial Subscriber revenues on a pro-rata basis; fees paid for channels designated for commercial use; home-shopping revenues; and Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; leased access revenues; 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. Gross Annual Revenues shall not include fees paid on all Subscriber fees ("fee on fee"), actual bad debt that is written off, consistent with Generally Accepted Accounting Principles; 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. 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.

(22) **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.

(23) **Issuing Authority:** The Board of Selectmen of the Town of North Andover, Massachusetts.

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

(25) **License Fee or Franchise Fee:** The payments to be made by the Licensee to the Town of North Andover and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Ch. 166A.

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

(27) **Origination Capability or Origination Point:** An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(28) **Outlet:** An interior or exterior receptacle, generally mounted in a wall that connects a Subscriber's television set or Subscriber-owned equipment to the Cable System.

(29) **Pay Cable or Premium Services:** Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

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

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

(32) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(33) PEG Access Channel(s): Any Licensee-owned channel(s) made available by the Licensee and provided for use for the presentation of PEG Access Programming.

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

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

(36) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Corporation for use by, among others, North Andover residents and/or organizations wishing to present non-commercial Programming and/or information to the public, subject to the conditions and procedures as lawfully established by the Issuing Authority or its Access Provider for such use.

(37) 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, parkways, bulkheads, piers, dedicated public utility easements, and other publicly owned real property having compatible easements 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.

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

(39) 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.

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

(41) State: The Commonwealth of Massachusetts.

(42) Subscriber: Any Person, firm, corporation or other entity, who or which contracts with the Licensee and lawfully receives, for any purpose, a Cable Service provided or distributed by the Licensee by means of, or in connection with, Cable Television System.

(43) Subscriber Network: The 750 MHz, bi-directional 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.

(44) Town: The Town of North Andover, Massachusetts.

(45) Town Counsel: The Town Counsel of the Town of North Andover, Massachusetts.

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

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

(48) 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.

(49) VCR: The acronym for videocassette recorder.

(50) 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

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 North Andover, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to construct, operate and maintain a Cable Television System within the corporate limits of the Town of North Andover.

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

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully construct, 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 and rights of way and through easements which have been dedicated for compatible uses under the jurisdiction of the Town of North Andover 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 North Andover. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, or interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

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 or Streets. Disputes between the Licensee and the Town and/or other parties regarding use of Public Ways or Streets shall be resolved in accordance with any generally applicable regulations of the Town and any lawful special laws or Town by-laws and/or regulations enacted hereafter.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on February 12, 2014 and shall expire on February 11, 2024 unless sooner terminated as provided herein.

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 North Andover; 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 new non-renewal 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 new non-renewal 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 new non-renewal 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 new non-renewal 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 the 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 State and Town laws, by-laws of general applicability, and not specific to this Renewal License, the Cable System or the Licensee, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in 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 appropriate jurisdiction subject to the parties first exercising reasonable efforts to resolve such matters through good faith discussions between the Parties.

Section 2.5---REMOVAL

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has 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 applicable law, the Licensee shall, if requested by the Issuing Authority, remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas. If such removal is not complete within six (6) months after such termination and Issuing Authority request, the Issuing Authority may deem any property not removed as having been abandoned. Notwithstanding the foregoing, the parties reserve any and all rights they may have under the Cable Act with respect to disposition of the Cable System in connection with termination of the Renewal License as a result of the License not being renewed or otherwise lawfully terminated.

Section 2.6---TRANSFER OF THE RENEWAL LICENSE

(a) Neither this 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 or delayed. Such consent shall be given only after a public hearing upon a written application therefore 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 applicable federal and State law(s), 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 such applicable law(s) and/or regulation(s).

(c) For purposes of this Section 2.6, the word "control" shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal 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 this Renewal License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, 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.

(d) 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 this Renewal License.

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

(f) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) 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 120 days of receipt of said application. In the event that no action of the transfer application is taken by the Issuing Authority or its designee for a period of 120 days, then after 120 days, the application shall be deemed approved subject to and in accordance with applicable law.

(h) 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 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 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 own, operate, maintain and make available to all residents of the Town a minimum 750 MHz Subscriber Network. Said Cable System shall be fully capable of carrying at least seventy-eight (78) video channels in the downstream direction.

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

(c) The Cable Television System, pursuant to Section 3.1 herein, shall conform to the applicable FCC technical specifications contained in **Exhibit 1** attached hereto and made a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

Section 3.2---EMERGENCY ALERT OVERRIDE CAPACITY

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

Section 3.3---PARENTAL CONTROL CAPABILITY

The Licensee shall comply with all requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

ARTICLE 4

CABLE SYSTEM LOCATION, MAINTENANCE AND OPERATIONAL STANDARDS

Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) The area to be served shall be those areas of the Town of North Andover that currently have service and any new residential areas with a minimum density of twenty (20) homes per mile in areas served aerially and forty (40) homes per mile in those areas served underground, both areas as measured from the Trunk and Distribution System. In the event an area does not meet the above guidelines the Licensee will meet with the Issuing Authority to discuss the feasibility of serving said areas. Service shall continue to be available on every street where dwellings currently have Cable Service available, provided that the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621 (a)(2) of the Federal Cable Communications Act of 1984.

(b) Provided Licensee has at least forty-five (45) days prior 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 notice of trenching and underground construction to the Licensee.

(c) 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 fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than 150' from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges. The Licensee shall have up to, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto, subject to Force Majeure and the completion of utility pole make ready work. Any dwelling unit within one hundred fifty (150) feet underground from the feeder cable shall be entitled to a Standard Installation rate, unless the sub-surface of an underground installation is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.).

Section 4.2---LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall own, install, operate and maintain the Cable Television System within the Town of North Andover. Poles, towers, if any, 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 Licensee-owned poles, towers, if any, and other obstructions shall be in accordance with all applicable State and local laws and regulations.

Section 4.3---UNDERGROUND FACILITIES

(a) The Licensee shall comply with applicable law(s) regarding any requirement(s) to remove poles and overhead wires and associated overhead structures within all or any part or parts of the Town.

(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 should be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

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 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, upon reasonable advance notice, without 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 construct, install, operate, maintain and remove the Cable Television System in conformance with applicable provisions of the 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 of general applicability, any other generally applicable regulations, 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

Pedestals housing 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

