

RENEWAL
CABLE TELEVISION LICENSE
FOR
THE TOWN OF PALMER,
MASSACHUSETTS

Issued to Comcast of Massachusetts/Virginia, Inc.
As a Non-exclusive Cable Television Renewal License

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PALMER RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts/Virginia, Inc., (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Palmer, Massachusetts (hereinafter the "Town"), said license having commenced on December 9, 1999;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated January 16, 2007 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated June 12, 2009;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with the Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Town Manager, as the Issuing Authority, finds that Licensee has complied with the terms of its previous license.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1
DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal License, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”), and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein.

- (a) Access Channel (PEG Access Channel): A Licensee-owned video programming channel which Licensee makes available to the Issuing Authority and/or the Access Corporation at no charge to the Town or Access Corporation for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools and educational, institutional and other non-profit organizations, subject to and in accordance with 47 U.S.C. 531 and the terms herein.
- (b) Access Corporation: The entity designated by the Issuing Authority, currently Municipal Public Access Cable Television, Inc., for the purpose of operating and managing the use of Public Access funding, equipment and channels on the cable television system in accordance with this Renewal License and 47 U.S.C. 531.
- (c) Affiliate or Affiliated Person: A Person that owns or controls, is owned or controlled by, or is under common ownership or control with, another person.
- (d) Basic Cable Service – means the lowest tier of service which includes the retransmission of local television broadcast signals and Access Channels, as defined in accordance with the Cable Act.
- (e) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of

1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

- (f) Cable Division – shall mean the Department of Telecommunications and Cable or the Cable Television Division of the Massachusetts Department of Telecommunications and Cable established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A), or any successor governmental agency.
- (g) Cable Service – means the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service
- (h) Cable Television System or Cable System – means the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Palmer, 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; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.
- (i) Channel: A portion of the electromagnetic frequency spectrum, which is used in a cable system and which is capable of carrying a television channel.
- (j) CMR: Code of Massachusetts Regulations.

- (k) Drop – means the coaxial cable that connects a home or building to the feeder cable of the Subscriber Network or Institutional Network.
- (l) Effective Date – shall mean December 9, 2009
- (m) FCC – means the Federal Communications Commission or any successor governmental entity.
- (n) Franchise Fee – means the payments to be made by the Licensee to the Issuing Authority, the Town of Palmer and or any other governmental subdivision, or an Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act.
- (o) Gross Annual Revenues – Revenue received by the Licensee from the operation of the Cable System in the Town of Palmer for the provision of Cable Service(s) including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees; any and all Cable Service fees and/or cable service charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; all Commercial Subscriber revenues; Converter, remote control and other equipment rentals, and/or leases or and/or sales; all home shopping service revenues and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising revenues, advertising revenues for purposes herein shall be deemed to be the pro rata portion of advertising revenues, excluding commissions and agency fees, 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. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of Affiliates and/or Persons received from the operation of the Cable System for the provision of Cable Service over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to the operation of the Cable System for the provision of Cable Service. Gross Annual Revenues shall not include fees on Subscriber franchise fees and any fee, tax or assessment imposed or assessed on services furnished by the Licensee and paid to any governmental entity and

collected by the Licensee on behalf of such entity. Gross Annual Revenues shall not include 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.

- (p) Issuing Authority – means the Town Manager of the Town of Palmer, Massachusetts, or the lawful designee thereof.
- (q) Licensee – means Comcast of Massachusetts/Virginia, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.
- (r) License Fee – means the payments to be made by the Licensee to the Issuing Authority, the Town of Palmer and or any other governmental subdivision, which shall have the meaning as set forth in M.G.L.c. 166A, § 9.
- (s) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.
- (t) Outlet – means an interior receptacle that connects a television set to the Cable Television System.
- (u) Public, Educational and Government (PEG) Access Programming – means non-commercial programming produced by any Palmer residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.
- (v) Person – means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority..

- (w) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, compatible public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Issuing Authority in the Town of Palmer, which shall entitle the Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any compatible easement now or hereafter held by the Issuing Authority within the Town of Palmer for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other compatible easements or rights-of-way as shall within their proper use and meaning entitle the Licensee to the use thereof for the purposes of installing, operating, and maintaining the Licensee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.
- (x) Public Buildings – means those buildings owned or leased by the Issuing Authority for government administrative purposes, and shall not include buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.
- (y) Renewal License or License - means this Agreement and any amendments or modifications in accordance with the terms herein.
- (z) Standard Installation – means the standard one hundred fifty foot (150’) Drop connection to the existing distribution system.
- (aa) Subscriber – means a Person or user of the Cable System who lawfully receives Cable Service with the Licensee’s express permission.
- (bb) Subscriber Network – means the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.
- (cc) Town – means the Town of Palmer, Massachusetts.

(dd) Video Programming or Programming – means the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

**ARTICLE 2
GRANT OF RENEWAL LICENSE**

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Massachusetts/Virginia, Inc., a Delaware Corporation, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Palmer . Nothing in this License shall be construed to prohibit the Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal License is granted under and in compliance with the Cable Act and M.G.L.c. 166A, and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

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

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on December 9, 2009, following the expiration of the current license, and shall terminate at midnight on December 8, 2019.

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

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

provided the Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities and provided that in those situations where a new grant of location is required, Licensee shall obtain a grant of location, to the extent required by law. By virtue of this License the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

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

(a) In accordance with the provisions of federal law, M.G.L.c. 166A, § 13 and applicable regulations, this Renewal License shall be subject to additional renewals for periods not to exceed ten (10) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by the Licensee and the Issuing Authority and shall contain such modified or additional terms as the Licensee and the Issuing Authority may then agree.

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this Renewal License shall (A) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability and not specific to the Cable Television System, the Licensee, or this License, or (C) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. Any conflict between the terms of this Renewal License and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court or other governmental agency of appropriate jurisdiction.

SECTION 2.6 - NON-EXCLUSIVITY OF 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 streets, or portions thereof, for the

construction, upgrade, installation, operation or maintenance of a Cable System within the Town of Palmer; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) In the event an application for a new cable television license is filed with the Issuing Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall, upon request of Licensee, serve a copy of such application upon any existing Licensee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service within a reasonable time thereafter.

(c) 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 or amended on terms and conditions more favorable or less burdensome than those contained in this Renewal License, including, but not limited to: franchise fees; insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene a public hearing on such issue, within not more than thirty (30) days of receipt of a hearing request from the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons and reasonable evidence for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate, with reasonable evidence 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 reasonably requested.

(ii) Should the Licensee demonstrate, and the Issuing Authority find, that any such additional cable television license(s) have been granted or amended on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall make equitable amendments to this Renewal License within ninety (90) days.

(d) 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.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

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

(a) The Licensee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least twenty (20) dwelling units per aerial mile and thirty-five (35) dwelling units per underground mile, or fractional proportion thereof, providing however, that any plant extension is measured from the existing Trunk and Distribution System and the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with the Cable Act. Any existing street or area that is already wired and receiving Cable Service shall continue to receive Cable Service regardless of the density of households in such already wired street or area. The Licensee shall make service available to multiple dwelling units (MDU) provided that the Licensee is able to obtain from the property owners any necessary easements, permits and agreements to provide service to said MDU. Subject to the density requirement, Licensee shall offer Cable Service to all new homes or previously unserved homes located within one hundred fifty feet (150') of the Licensee's Distribution Cable. For non-Standard Installations the Licensee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Licensee from a contiguous cable television system or currently unserved but could be served by abutting town(s) served by Licensee, Licensee shall, for good cause stated in writing to the Issuing Authority, have the option to serve such areas from its cable television system in such abutting town.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within one hundred fifty feet (150 ft.) aerial or one hundred twenty-five feet (125 ft.) underground of the Distribution Cable shall be entitled to a Standard Installation rate, unless the sub-surface is a hard

surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Aerial installations of more than 150 ft. or underground installations of more than one hundred twenty-five feet (125 ft.) or which involve a hard surface or which require boring shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws. For installations more than one hundred fifty feet (150 ft.), not involving a hard surface, the first one hundred fifty feet (150 ft.) shall be at the Standard Installation rate. For nonstandard installations Licensee shall provide potential subscribers a written estimate of installation cost prior to installation for the purpose of providing said potential subscriber with an opportunity for review of proposed costs prior to such non-standard installation.

(c) In new subdivisions, where the utilities are underground, the density is twenty (20) homes per mile or greater, and is contiguous to the Licensee's Trunk and Distribution System, the Licensee shall construct its cable lines at no additional cost to Subscribers provided Licensee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board or developers give timely written notice of trenching and underground construction to the Licensee. Subject to applicable law, in the initial opening of residential subdivision trenching, Comcast shall not be responsible for the digging and back-filling of all trenches to the extent that this is consistent with the treatment of other companies with respect to subdivision trenching.

(d) If transmission and distribution facilities of all of the respective public or municipal utilities, if any, in Town are underground, the Licensee shall place its Cable Systems' transmission and distribution facilities underground on par with such other utilities; provided that (1) such underground locations are actually capable of accommodating the Licensee's cable and other

equipment without technical degradation of the Cable System's signal quality, and (2) the Licensee is reimbursed for its costs associated with such underground placement if reimbursement is made to any of the other respective utility companies in Town subject to the following: In the event that the Town develops and implements an underground project for which it plans to utilize Town funds to reimburse utilities for the cost of said undergrounding, it shall include the Licensee's cost in any planning to equitably disburse available Town funds to reimburse the Licensee, if said Town funds are from a source which may legally be made available to Licensee. Such reimbursement shall be through payment from the Town. In any area of Town where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Licensee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground to the extent necessary to be treated similar to such other utilities. Nothing in this Section shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment. 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 subject to applicable law.

SECTION 3.2 - SUBSCRIBER NETWORK

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

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

(a) In accordance with applicable law, the Licensee shall maintain the current level of existing active Drops, Outlets and Cable Service, at no charge to the Town, to each Public

Building, public school, police and fire stations, public libraries and other Public Buildings as designated by the Issuing Authority within the Town, listed in **Exhibit A** attached hereto.

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

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

(d.) Licensee shall not be responsible for installation and/or maintenance of any internal wiring in any Public or School building other than that required to install the Drop and/or Outlet pursuant to this Section 3.3.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

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

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

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, ordinances of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. The Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

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

(f) Upon written notice from the Issuing Authority, the Licensee shall remedy a general deficiency with respect to the technical standards described herein within twenty-one (21) days of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Issuing Authority when the deficiency has been corrected.

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

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of the Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon written demand by the Issuing Authority. However, prior to such repair or restoration the Town should submit a written estimate to the Licensee of the actual cost of said repair or restoration.

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

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

SECTION 4.4 - PLANT MAPS

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

