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Mass. Dept. of  
Telecommunications & Cable

**CABLE TELEVISION LICENSE**

**FOR**

**THE TOWN OF RUSSELL,  
MASSACHUSETTS**

**OCTOBER 19, 2021 – OCTOBER 18, 2036**

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## **TOWN OF RUSSELL CABLE TELEVISION LICENSE**

### **INTRODUCTION**

**WHEREAS**, the Issuing Authority has accepted the offer of Comcast of Massachusetts II, Inc. ("Comcast" or "Licensee") to operate, manage and maintain a Cable System in the Town of Russell, MA;

**WHEREAS**, Licensee submitted an Application for an Initial Cable License in accordance with M.G.L. c. 166A, § 4 et seq.

**WHEREAS**, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act and 207 CMR 3.00;

**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 License with Licensee for the operation of a cable system on the terms and conditions set forth herein;

**WHEREAS**, the Issuing Authority hereby grants to Licensee the right to operate and maintain a Cable System within the Public Way; and

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

## **ARTICLE 1**

### **DEFINITIONS**

#### **SECTION 1.1 - DEFINITIONS**

For the purpose of this License, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein.

(a) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(b) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(c) Cable Service – shall mean 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.

(d) Cable System or System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Russell, 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.

(e) Department or DTC - shall mean the Competition Division of the Massachusetts Department of Telecommunications and Cable established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A) or its successor.

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

(g) Effective Date – shall mean October 19, 2021.

(h) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(i) Issuing Authority – shall mean the Select Board of the Town of Russell, Massachusetts, or the lawful designee thereof.

(j) License - shall mean this Agreement and any amendments or modifications in accordance with the terms herein.

(k) Licensee – shall mean Comcast of Massachusetts, II. Inc., or any successor or transferee in accordance with the terms and conditions in this License.

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

(m) 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.

(n) Normal Operating Conditions – shall mean those service conditions which are within the control of the Licensee. Those conditions which are not within the control of the Licensee including,

but not limited to, natural disasters, public health emergencies, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Licensee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

(o) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(p) PEG Access User – shall mean a Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of PEG Access Programming as opposed to utilization solely as a Subscriber.

(q) Person – shall mean 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.

(r) Public, Educational and Governmental (PEG) Access Channel – shall mean a video channel made available by the Licensee for non-commercial use by the public, educational institutions such as public or private schools, but not “home schools,” community colleges, and universities, as well as the Issuing Authority.

(s) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced by any Russell 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 License.

(t) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the Town of Russell, which shall entitle Licensee to the use thereof for the purpose of installing,

operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the Town of Russell for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Licensee to the use thereof for the purposes of installing, operating, and maintaining 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.

(u) Signal – shall mean any transmission which carries Programming from one location to another.

(v) Standard Installation – shall mean the standard two hundred fifty feet (250') aerial Drop connection to the existing distribution system.

(w) Subscriber – shall mean a Person who lawfully receives Cable Service with Licensee's express permission.

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

(y) Town – shall mean the Town of Russell, Massachusetts.

(z) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

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



## **ARTICLE 2**

### **GRANT OF LICENSE**

#### **SECTION 2.1 - GRANT OF LICENSE**

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

(b) This 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 Department in force and effect during the period for which this License is granted.

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

#### **SECTION 2.2 - TERM: NON-EXCLUSIVITY**

The term of this non-exclusive License shall be for a period of fifteen (15) years and shall commence on October 19, 2021 and shall expire at midnight on October 18, 2036.

#### **SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS**

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

to their pole and conduit facilities. By virtue of this License, the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

#### **SECTION 2.4 - RENEWAL**

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

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

#### **SECTION 2.5 - RESERVATION OF AUTHORITY**

Nothing in this License shall (A) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or bylaws of general applicability and not specific to the Cable System, 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. This License is a contract and except as to those changes which are the result of the Issuing Authority's lawful exercise of its general police power, the Issuing Authority may not take any unilateral action which materially changes the explicit mutual promises in this License. Any changes to this License must be made in writing signed by the Licensee and the Issuing Authority. In the event of any conflict between this License and any Issuing Authority ordinance or regulation that is not generally applicable, this License shall control. Notwithstanding any other provision of this License, Licensee reserves the right to challenge provisions of any ordinance, rule, regulation, or other enactment of the Issuing Authority that conflicts with its contractual rights under this License, either now or in the future.

## **SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE**

(a) Licensee acknowledges and agrees that the Issuing Authority reserves the right to grant one or more additional licenses or other authorizations to other Cable Service providers or wireline-based video service providers within the Town for the right to use and occupy the Public Ways or streets within the Issuing Authorities jurisdiction. If any such additional or competitive license or other authorization is granted by the Issuing Authorities which, in the reasonable opinion of Licensee, contains more financially favorable or less burdensome terms or conditions than this License, including, but not limited to: franchise fees; insurance; system build-out requirements; performance bonds or similar instruments; PEG Access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches; the Issuing Authority agrees that it shall amend this License to include any more favorable or less burdensome terms or conditions.

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

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

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

(e) In the event that Licensee believes that any additional license(s) or other authorization has been granted on terms or conditions more favorable or less burdensome than those contained in this License, the Issuing Authority shall convene a public hearing on such issue, within not more than thirty (30) days of receipt of a hearing request from Licensee. Along with said written request, Licensee shall provide the Issuing Authority with written reasons for its belief. At the public

hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that any such additional license(s) or other authorization are on terms more favorable or less burdensome than those contained in this License. Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested.

(f) Should Licensee demonstrate that any such additional license(s) or other authorizations have been granted on terms and conditions more favorable or less burdensome than those contained in this License, the Issuing Authority shall make equitable amendments to this License within a reasonable time.

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

(h) In the event that Cable Services or wireline video services are being provided to the Town by any Person(s) or Multichannel Video Programming Distributor ("MVPD") other than Licensee, which is not in any way an affiliate of Licensee, and such Person(s) or MVPD is not required by applicable law to be licensed by the Issuing Authority, and to the extent that Licensee reports to the Issuing Authority, in writing, that the provision of such Cable Services by such Person(s) or MVPD is having a negative financial impact upon Licensee's Cable System operations

in the Town, Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within thirty (30) days of receipt of a hearing request from Licensee.

(i) Along with said written request, Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such negative impact. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to present the basis and the reasons for its determination. Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested.

(ii) Should Licensee demonstrate that the Cable Service(s) or wireline-based video service of such Person(s) is having a negative financial impact upon Licensee's Cable System operations in the Town/, the Issuing Authority shall make equitable amendments to this License.

## **ARTICLE 3**

### **SYSTEM SPECIFICATIONS AND CONSTRUCTION**

#### **SECTION 3.1 - AREA TO BE SERVED**

(a) Licensee shall upon request 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 forty (40) dwelling units per underground mile providing however, that any request for plant extension is measured from a technically feasible point on the existing Trunk and Distribution System from which a usable cable signal may be obtained and Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. For purposes of this section, a home shall only be counted as a "dwelling unit" if such home is within two hundred fifty (250) feet of the nearest distribution pole line within the Public Way. Upon written request from the Issuing Authority, Licensee shall conduct a survey to determine the number of dwelling units in the requested area and shall inform the Issuing Authority of the survey results and applicable costs to extend Service to the area.

(b) Licensee shall make Cable Service available to multiple dwelling units (MDU) upon request and where economically feasible and provided that 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 upon request offer Cable Service to all new homes or previously unserved homes located within two hundred fifty feet (250') of Licensee's Trunk and Distribution System. For non-Standard Installations Licensee shall offer said Service within ninety (90) days of a Subscriber requesting Service for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting Service 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 have the option to serve such areas from its cable television system in the abutting Town.

(c) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial two hundred fifty feet (250') of the Trunk and Distribution System shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installs are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.

(d) Subject to the provisions of this Article 3 and 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 may install its cable in such trenching or conduits or 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, Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Licensee. Developer shall be responsible for the digging and back-filling of all trenches.

## **SECTION 3.2 - SUBSCRIBER NETWORK**

Licensee shall maintain a Cable Television System, fully capable of providing Cable Service in accordance with applicable law.

## **SECTION 3.3 - PARENTAL CONTROL CAPABILITY**

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and Licensee may charge Subscriber for use of said converter box.

**SECTION 3.4 - EMERGENCY ALERT OVERRIDE CAPACITY**

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



## **ARTICLE 4**

### **TECHNOLOGICAL AND SAFETY STANDARDS**

#### **SECTION 4.1 - SYSTEM MAINTENANCE**

(a) In installing, operating, and maintaining equipment, cable and wires, 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 System for which this License is granted shall be done in conformance with all applicable state and federal laws, bylaws, codes and regulations of general applicability and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) 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.

#### **SECTION 4.2 - REPAIRS AND RESTORATION**

Whenever 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 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 Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense

of such work shall be paid by Licensee upon written demand by the Issuing Authority. Prior to such repair or restoration, the Town shall submit a written estimate to Licensee of the actual cost of said repair or restoration.

#### **SECTION 4.3 - CABLE LOCATION**

(a) In all areas of the Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Licensee shall install its Cable System underground, provided that such facilities are actually capable of receiving the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the Town where public utility lines are aurally placed, if subsequently during the term of the License such public utility lines are required by the Issuing Authority or State to be relocated aurally or underground, Licensee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs incurred by Licensee for relocating the Cable System shall be reimbursed to Licensee in the event public or private funds are raised for the project and made available to other users of the Public Way. If funds are not reimbursed, Licensee reserves the right to pass through its costs to Subscribers.

(c) Nothing in this Section shall be construed to require Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

#### **SECTION 4.4 - TREE TRIMMING**

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

#### **SECTION 4.5 - DIG SAFE**

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

#### **SECTION 4.6 - DISCONNECTION AND RELOCATION**

(a) In accordance with applicable law, Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority 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 lawful governmental capacity.

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

(c) Licensee shall have the right to reimbursement of project costs under any applicable insurance or government program for reimbursement. All cable operators and public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town. If funds are not reimbursed, Licensee reserves the right to pass through its costs to Subscribers.

#### **SECTION 4.7 - EMERGENCY REMOVAL OF PLANT**

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

(b) Licensee shall have the right to reimbursement under any applicable insurance or government program for reimbursement. All cable operators and public or municipal utility

companies shall be treated alike if reimbursed for such costs by the Town. If funds are not reimbursed, Licensee reserves the right to pass through its costs to Subscribers.

## **ARTICLE 5**

### **PROGRAMMING**

#### **SECTION 5.1 - BASIC CABLE SERVICE**

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

#### **SECTION 5.2 - PROGRAMMING**

(a) Pursuant to 47 U.S.C. 544, Licensee shall maintain broad categories of Video Programming. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Licensee.

(b) Licensee shall comply with applicable FCC Rules and Regulations and DTC Rules and Regulations regarding notice of programming changes. Advance notice shall not be required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer. The written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

#### **SECTION 5.3 - STEREO TV TRANSMISSIONS**

All Broadcast Signals that are transmitted to Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

#### **SECTION 5.4 - CABLE CHANNELS FOR COMMERCIAL USE**

Pursuant to 47 U.S.C. 532, Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee. Rates for use of commercial leased access channels shall be negotiated between Licensee and the commercial user in accordance with federal law. Licensee

shall have no editorial control over the content of programming on leased access channels and is not subject to any liability therefrom.

## **ARTICLE 6**

### **PEG ACCESS CHANNEL**

#### **SECTION 6.1 - PEG ACCESS CHANNEL**

(a) Use of a video channel for PEG Access Programming shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational, or governmental user – acquires no property or other interest by virtue of the use of a channel so designated and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee shall not exercise editorial control over any public, educational, or governmental use of a PEG Access Channel, except Licensee may refuse to transmit any Public Access program or portion of a Public Access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Issuing Authority shall be responsible for developing, implementing, interpreting, and enforcing rules for PEG Access Channel use which shall ensure that PEG Access Channel(s) and PEG Access equipment will be available on a first-come non-discriminatory basis.

(b) Licensee shall designate one (1) channel for PEG Access Programming purposes. A PEG Access Channel may not be used to cablecast for-profit, political, or commercial fundraising programs in any fashion. Unused capacity may be utilized by Licensee subject to the provisions set forth in subsection (c) below.

(c) In the event the Issuing Authority or other PEG Access User elects not to fully program its Channel with original PEG Access Programming, Licensee may reclaim any unused time on the channel.

## **SECTION 6.2 - PEG ACCESS PROVIDER**

The Town or its designated Access Provider shall provide services to PEG Access users and the Town as follows:

- (1) Schedule, operate and program the PEG Access channel provided in accordance with Section 6.1, above;
- (2) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (3) Provide technical assistance and production services to PEG Access users;
- (4) Establish rules, procedures, and guidelines for use of the PEG Access Channels;
- (5) Assist users in the production of PEG Access Programming of interest to Subscribers and issues, events, and activities; and
- (6) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

## **SECTION 6.3 - PEG ACCESS CABLECASTING**

(a) In order that PEG Access Programming can be cablecast over Licensee's downstream PEG Access Channel, all PEG Access Programming shall be modulated, then transmitted from an origination location located at 65 Main Street, Russell, Massachusetts to the Licensee-owned Headend or hub-site on a Licensee-provided and owned upstream channel made available by the Licensee without charge to the Town and/or its PEG Access Designee for their use. The Licensee shall have no obligation under this License for the aggregation of PEG Access Programming at the PEG Access video return hub. At Licensee-owned Headend or hub-site, said PEG Access Programming shall be retransmitted in the downstream direction on the appropriate Licensee-owned Subscriber Network downstream PEG Access Channel.



(b) The Licensee shall provide, maintain, operate, repair and, if necessary, replace all equipment necessary to receive and transmit PEG Access programming and PEG Access Channels as described in Section 6.3(a) above, including necessary transmission, switching and/or processing equipment located at its Headend or hub-site in order to switch upstream signals carrying PEG Access Programming from 65 Main Street, Russell, Massachusetts to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(c) Licensee shall own, maintain, repair and/or replace any Licensee-owned headend or hub-site audio and/or video signal processing equipment. The Town and/or PEG access provider shall own, maintain, repair and/or replace studio and/or portable modulators and demodulators or equivalent device. The demarcation point between Licensee's equipment and the Town's or PEG Access provider's equipment shall be at the input of the Town's and/or the PEG Access provider's modulator(s) or equivalent device at the origination location at 65 Main Street, Russell, Massachusetts.

#### **SECTION 6.4 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION**

The Issuing Authority, or its designee, agrees that it will not use its designated PEG Access channel, equipment, or other facilities to provide for-profit commercial services which have the effect of competing with Licensee's business. In addition, any Video Programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the written consent of Licensee.

#### **SECTION 6.5 - INTERCONNECTION WITH COMPETING CABLE LICENSEE**

In the event a License is issued by the Issuing Authority to a competing Licensee, the competing Licensee may not connect its system to Licensee's Cable System for purposes of obtaining PEG Access Programming from the Licensee's PEG Access channels without the prior written consent of Licensee.

**SECTION 6.6 - PEG ACCESS PROGRAMMING INDEMNIFICATION**

The Issuing Authority shall indemnify the Licensee for any liability, loss, or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming aired on any PEG channel and from claims arising out of the Issuing Authority's rules for or administration of PEG Access Programming.

## **ARTICLE 7**

### **CUSTOMER SERVICE AND CONSUMER PROTECTION**

#### **SECTION 7.1 - CUSTOMER SERVICE**

Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) and the Department as they exist or as they may be amended from time to time.

#### **SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES**

Complaints by any Person as to the operation of the Cable System may be filed in writing with the Department or with the Issuing Authority, each of which shall within ten (10) days forward copies of such complaints to the other. The Issuing Authority and the Department shall be notified by Licensee on forms to be prescribed by the Department not less than annually, of the complaints of subscribers received during the reporting period and the manner in which they have been met, including the time required to make any necessary repairs or adjustments.

#### **SECTION 7.3 - PROTECTION OF SUBSCRIBER PRIVACY**

Licensee shall comply with applicable federal and state privacy laws and regulations, including 47 U.S.C. 551.

#### **SECTION 7.4 - EMPLOYEE IDENTIFICATION CARDS**

All of Licensee's employees, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by Licensee.

## **ARTICLE 8**

### **PRICES AND CHARGES**

#### **SECTION 8.1 - PRICES AND CHARGES**

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC rate regulations. Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

(b) The Issuing Authority acknowledges that under the Cable Act, certain license requirements may be passed through to the Subscribers in accordance with federal law.

## **ARTICLE 9**

### **REGULATORY OVERSIGHT**

#### **SECTION 9.1 - INDEMNIFICATION**

Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Issuing Authority shall give Licensee timely (best efforts of 10 business days) written notice of its obligation to indemnify and defend the Issuing Authority within the timely receipt of a claim or action pursuant to this Section. If the Issuing Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority. The Licensee shall not be required to Indemnify the Issuing Authority for any claims resulting from acts of willful misconduct or negligence on the part of the Issuing Authority.

#### **SECTION 9.2 - INSURANCE**

(a) Licensee shall carry Commercial General Liability insurance throughout the term of this License and any removal period pursuant to M.G.L.c. 166A, § 5(c) with an insurance company authorized to conduct business in Massachusetts protecting, as required in this License, Licensee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for personal injury and property damage shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form.

(b) Licensee shall carry insurance against all claims arising out of the operation of motor vehicles in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this License. All expenses incurred for said insurance shall be at the sole expense of Licensee.

(d) Licensee shall provide the Issuing Authority upon request with certificate(s) of insurance for all policies required herein upon expiration of policies.

### **SECTION 9.3 - PERFORMANCE BOND**

Licensee has submitted and shall maintain throughout the duration of this License and any removal period pursuant to M.G.L.c. 166A, § 5(c) a performance bond in the amount of Twenty-Five Thousand Dollars (\$25,000) running to the Town with a surety company satisfactory to the Issuing Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in accordance with this License and applicable law;
- (2) the satisfactory restoration of pavements, sidewalks, and other improvements in accordance with M.G.L.c. 166A, §5(g);
- (3) the indemnity of the Town in accordance with M.G.L.c. 166A, §5(b); and
- (4) the satisfactory removal or other disposition of the Cable System in accordance with M.G.L.c. 166A, §5(f).

### **SECTION 9.4 - LICENSE FEES**

(a) During the term of the License the annual License Fee payable to the Issuing Authority shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to M.G.L.c. 166A, §9, this fee is currently fifty cents (\$.50) per Subscriber

(b) In accordance with Section 622(b) of the Cable Act, Licensee shall not be liable for a total financial commitment pursuant to this License and applicable law in excess of five percent (5%) of its Gross Annual Revenues

(b) All payments by Licensee to the Town pursuant to this Section shall be made payable to the Town unless otherwise agreed to in writing by the parties.

#### **SECTION 9.5 - EQUAL EMPLOYMENT OPPORTUNITY**

Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

#### **SECTION 9.6 - REVOCATION OF LICENSE**

The License issued hereunder may, after due written notice and hearing per Section 9.7 (Notice and Opportunity to Cure), be revoked by the Issuing Authority or the Department for any of the following reasons:

(a) For false or misleading statements in, or material omissions from, the application submitted under M.G.L.c. 166A, §4;

(b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);

(c) For repeated failure to comply with the material terms and conditions herein required by M.G.L.c. 166A, §5;

(d) For repeated failure, as determined by the Department, to maintain signal quality pursuant to the standards provided for by the FCC;

(e) For any transfer or assignment of the License or control thereof without consent of the Issuing Authority in violation of Section 9.8 herein; and

## **SECTION 9.7 - NOTICE AND OPPORTUNITY TO CURE**

If the Issuing Authority has reason to believe that Licensee has defaulted in the performance of any or several material provisions of this License, except as excused by Force Majeure, the Issuing Authority shall notify Licensee in writing, by certified mail, of the material provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Licensee shall report to the Issuing Authority, in writing, by certified mail, at forty-five (45) day intervals as to Licensee's efforts, indicating the steps taken by Licensee to cure said default and reporting Licensee's progress until such default is cured.

(c) In the event that (i) Licensee fails to respond to such notice of default; and/or (ii) Licensee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Licensee. Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. If the Issuing Authority determines that Licensee is in default, the Issuing Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Issuing Authority fails to issue a written reply within 30 days accepting or rejecting Licensees' response pursuant to 9.7(a) above; (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 9.7(b)



above; and/or (iii) the Issuing Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.7(c) above and/or (iv) the Issuing authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.7(d) above, then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

#### **SECTION 9.8 - TRANSFER OR ASSIGNMENT**

In accordance with 207 CMR 4.00 and applicable federal law, this License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Department. 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.

#### **SECTION 9.9 - REMOVAL OF SYSTEM**

Upon termination of this License or denial of any renewal hereof by passage of time or otherwise in accordance with applicable law and after all appeals from any judicial determination are exhausted and final, Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned. Notwithstanding the above, Licensee shall not be

required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of termination, denial of renewal, or any other lawful action to forbid or disallow Licensee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

#### **SECTION 9.10 - INCORPORATION BY REFERENCE**

(a) All presently and hereafter applicable conditions and requirements of federal and state law, including but not limited to M.G.L.c. 166A, and the rules and regulations of the FCC and the Department, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein.

(b) Should the State, the federal government or the FCC require Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

#### **SECTION 9.11 - NO THIRD-PARTY BENEFICIARIES**

Nothing in this License is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this License.

## **ARTICLE 10**

### **MISCELLANEOUS**

#### **SECTION 10.1 - SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or other portion of this License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

#### **SECTION 10.2 - FORCE MAJEURE**

If for any reason of force majeure Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, pandemics; epidemics; public health emergencies; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; environmental restrictions; arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment; or any other cause or event not reasonably anticipated or within Licensee's control.

#### **SECTION 10.3 - NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be sent by certified mail, nationally recognized overnight courier service or other means as allowed by applicable law and

providing for a receipt as proof of delivery to the following address or such other address as the Issuing Authority may specify in writing to Licensee.

Town of Russell  
Attn: Select Board  
65 Main Street  
Russell, MA 01071

(b) Every notice served upon Licensee shall be delivered or sent by certified mail (postage prepaid) or nationally recognized overnight courier service to the following address or such other address as Licensee may specify in writing to the Issuing Authority.

Comcast Cable Communications, Inc.  
Attn: Government & Regulatory Affairs  
3303 Main Street  
Springfield, MA 01107

with copies to:

Comcast Cable Communications, Inc.  
Attn: Vice President, Government Affairs  
676 Island Pond Road  
Manchester, NH 03109

Comcast Cable Communications, Inc.  
Attn: Government Affairs  
One Comcast Center  
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction, or order, and shall be deemed to have been given at the time of receipt.

#### **SECTION 10.4 - ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment signed by the Issuing Authority and the Licensee.

**SECTION 10.5 - CAPTIONS**

The captions to sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of the License. Such sections shall not affect the meaning or interpretation of the License.

**SECTION 10.6 - APPLICABILITY OF LICENSE**

All of the provisions in this License shall apply to the Town, Licensee, and their respective successors and assigns.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 19<sup>th</sup> DAY OF

OCTOBER 2021.

**TOWN OF RUSSELL**

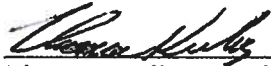
By:



Wayne Precanico, Chairman, Select Board



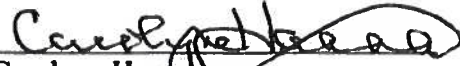
Keith Cortis, Member, Select Board



Thomas Kulig, Member, Select Board

**COMCAST OF MASSACHUSETTS II, INC.**

By:



Carolynne Hannan  
Regional Senior Vice President  
Western New England Region