



June 11, 2025

***Via Email***

Select Board  
Town of Sherborn  
Sherborn Town Hall  
19 Washington St.  
Sherborn, MA 01770

***Re: Town of Sherborn – Cable Television Renewal License***

Dear Members of the Board:

Enclosed, for your files, is the executed Cable Television Renewal License between the Town of Sherborn and Comcast which commenced June 1, 2025.

Please feel free to contact me directly at **Catherine\_Maloney@cable.comcast.com** should you have any questions.

Sincerely,

*Cathy Maloney*

Catherine Maloney, Sr. Manager  
Government Relations

Enc.

cc: Cable Advisory Committee – Town of Sherborn (via email)  
Attorney William Soloman (via email)  
Shonda Green – MA DTC (via email)  
Denise Mason – Comcast Manager of Government & Regulatory Affairs (via email)  
Comcast Corporate Franchising (via transmittal email)  
Comcast Division Franchising and Finance (via transmittal email)

**CABLE TELEVISION  
RENEWAL LICENSE**

**GRANTED TO**

**Comcast Cable Communications Management, LLC**

**Granted By**

**SELECT BOARD**

**TOWN OF SHERBORN  
MASSACHUSETTS**

**Renewal Term  
June 1, 2025 – May 31, 2035**

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## **RENEWAL LICENSE**

### **INTRODUCTION**

WHEREAS, Comcast Cable Communications Management, LLC is the duly authorized holder of a renewal license to operate a cable television system in the Town of Sherborn, Massachusetts (hereinafter the "Town"), said license having commenced on December 4, 2014;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated, February 28, 2022 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

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

WHEREAS, The Select Board as Issuing Authority finds that Licensee has complied with the terms of its previous license;

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 Licensee for the construction and continued operation and maintenance of its Cable System on the terms and conditions set forth herein; and

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

## **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 be always mandatory and not merely directory.

(a) Access - shall mean the right or ability of any Sherborn resident and/or any Persons affiliated with a Sherborn institution to use designated Public, Education and Government (“PEG”) access facilities and equipment and/or PEG Access Channels of the Cable Television System, subject to the conditions and procedures established for such use by the Town and/or its designee.

(b) Access Provider or PEG Access Designee – shall mean any entity designated in writing by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment, facilities and channels for the production and broadcast of PEG Access programming on the Cable Television System, in accordance with this Renewal License and 47 U.S.C. 531, including, but not limited to the Town itself and/or an access corporation or entity, as determined by the Issuing Authority.

(c) Affiliate or Affiliated Person – When used in relation to any Person, shall mean another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

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

(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 Service or Service – shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(g) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Sherborn, 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 this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(h) Department or DTC – shall mean the Massachusetts Department of Telecommunications and Cable established by Chapter 25C, Section 7 of the Massachusetts General Laws ("M.G.L.") and Chapter 19 of the Acts of 2007 or its successor.

(i) Downstream Channel – A channel over which signals travel from the Cable System Headend or hub-site to an authorized recipient of Programming.

(j) Drop – shall mean the coaxial cable or fiber that connects a home or building to the feeder cable of the Subscriber Network.

(k) Educational Access Channel: A specific channel on the Cable System owned and made available by the Licensee to the Issuing Authority, the public school(s) serving the Town of Sherborn and/or the Access Provider, as determined by the Issuing Authority, to present non-commercial educational programming and information to the public.

(l) Effective Date – shall mean June 1, 2025.

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

(n) Franchise Fee – shall mean the payments to be made by Licensee to the Town of Sherborn and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(o) Government Access Channel – A specific channel on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Provider, as determined by the Issuing Authority, for the presentation of government-related and other non-commercial programming and/or information to the public.

(p) Gross Annual Revenues – shall mean the revenues received by the Licensee and/or its Affiliates derived from the operation of the Cable System to provide Cable Service in the Town, accrued in accordance with generally accepted accounting principles (GAAP) in the United States, and shall include, without limitation: the revenues derived from the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar charges; all digital Cable Service revenues; fees paid on all Subscriber fees (“Fee-on Fee”); all Commercial Subscriber Cable Service revenues (including bulk account revenues); Pay Cable, Premium Services and Pay-Per-View revenues; video on demand Cable Services; converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; fees paid for channels designated for commercial use (leased access); home shopping revenues; and advertising revenues. In the event that an Affiliate or any other Person is responsible for selling advertising that is aired on the Cable System in the Town, the advertising revenues for purposes herein shall be deemed to include the pro-rata portion of the advertising revenues accrued by such Affiliate or other Person for use of the Cable System in the Town for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly from or in connection with the operation of the Cable System to the extent that said revenue is derived through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(q) Headend – shall mean the electronic control center of the Cable System containing equipment that receives, amplifies, filters, processes and converts incoming signals for distribution over the Cable System.

(r) High Definition (“HD”) PEG Access Channel – shall mean a PEG Access Channel in the high definition format for digital television transmissions with video transmitted in a high definition resolution.

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

(t) Licensee – shall mean Comcast Cable Communications Management, LLC or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(u) License Fee – shall mean the payments to be made by Licensee to the Town of Sherborn and the Commonwealth of Massachusetts, which shall have the meaning as set forth in M.G.L. c. 166A, § 9.

(v) Normal Business Hours – shall mean those hours during which most similar businesses in Sherborn are open to serve customers. In all cases, Normal Business Hours must include some evening hours and at least one night per week and/or some weekend hours.

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

(x) Pay Cable or Premium Services – shall mean programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(y) Pay-Per-View – shall mean programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(z) PEG – The acronym for “public, educational and governmental”.

(aa) PEG Access Channel – shall mean a video channel which the Licensee owns and is made available for use by the Town and/or its designee(s) without charge for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

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

(ac) PEG Access Programming – shall mean non-commercial programming produced by any Sherborn residents or organizations, schools or government entities and the use of designated channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(ad) 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 or Town.

(ae) Prime Rate – shall mean the prime rate of interest as reported by the Federal Reserve or its successor, however, if a prime rate is reported by the Federal Reserve Bank of Boston it shall be the “Prime Rate” for purposes of this Renewal License.

(af) Public Access Channel – A specific channel on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Provider, as determined by the Issuing Authority, for use by Sherborn residents and organizations and others wishing to present non-commercial programming to the public.

(ag) Public Buildings – shall mean those buildings owned or leased by the Town for municipal government and/or public school purposes, and shall not include buildings owned by the Town, but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(ah) Renewal License or License – shall mean this Renewal License and any amendments or modifications in accordance with the terms herein.

(ai) Standard Definition (SD) PEG Access Channels – shall mean a PEG Access Channel in the standard definition display format for digital television transmissions

(aj) State – The Commonwealth of Massachusetts.

(ak) Subscriber – shall mean any Person, firm, corporation or other entity who or which contracts with the Licensee for or lawfully receives, Cable Service provided by the Licensee.

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

(am) Town – shall mean the Town of Sherborn, Massachusetts.

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

(ao) Video Programming or Programming – shall mean 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 Cable Communications Management, LLC, a Delaware Limited Liability Company, 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 Sherborn.

(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 DTC 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 Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

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

This non-exclusive Renewal License shall be for a period of ten (10) years, commencing on June 1, 2025 through midnight May 31, 2035.

**SECTION 2.3 - RENEWAL**

(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 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 terms as Licensee and the Issuing Authority may then agree.

**SECTION 2.4 - 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 bylaws/regulations of general applicability and not specific to the Cable Television 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. In the event of any conflict between this License and any Town bylaw or regulation that is not generally applicable, this License shall control. In the event of any conflict between this License and any Town bylaw or regulation which is generally applicable, the bylaw or regulation shall control, subject to challenge as to legality of the Town bylaw or regulation. Nothing in this Section 2.4 shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town bylaw or regulation.

#### **SECTION 2.5 - 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 Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Sherborn; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

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

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall negotiate, in good faith, equitable amendments to this Renewal License within a reasonable time.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) 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 serve a copy of such application upon the Licensee by certified mail or via nationally recognized overnight courier services within a reasonable time thereafter.

(e) In the event that the Licensee believes that in the future another Licensee which has been granted a cable television license in the Town, has been provided relief by the Issuing Authority from a material obligation(s) of its license, which may include amendments to the license, that causes said other cable television license to be more favorable or less burdensome than 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. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that such relief causes said other cable license to be favorable or less burdensome than this Renewal License. Should the Licensee demonstrate that any such relief causes said other cable television license to be more favorable or less burdensome than the Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

## **SECTION 2.6 – POLICE AND REGULATORY POWERS**

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town and its right to adopt and enforce generally applicable by-laws in the lawful exercise of its police powers to the extent permitted by applicable law, with respect to the safety and welfare of the public. The Licensee shall comply with all applicable federal and State laws and regulation, and Town bylaws and lawful regulations, provided such Town bylaws and regulations are not specific to this License, the Licensee and/or Cable System. Nothing in this Section 2.6 shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town by-law or regulation.

## **SECTION 2.7 – REMOVAL OR ABANDONMENT**

Upon termination of this Renewal License by passage of time or otherwise, unless (1) the Licensee has its license renewed for another term or (2) the ownership of the Cable Television System is transferred to another Person with written approval by the Issuing Authority in accordance with applicable law and pursuant to Section 2.8 below or (3) unless otherwise operating under the terms of this Renewal License as allowed by applicable law, the Licensee shall remove all of its supporting

structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition as is reasonably possible and as soon as reasonably possible. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned. Upon written request of the Licensee, the Issuing Authority may waive this requirement for good cause shown. Notwithstanding the foregoing, under 47 USC Sec. 541(b)(3)(C) the Issuing Authority may not order the Licensee or any affiliate thereof (i) to discontinue the provision of a telecommunications service, or (ii) to discontinue the operation of a cable system, to the extent such cable system is used for the provision of a telecommunications service, by reason of the failure of the Licensee or its affiliate to obtain a cable franchise or cable franchise renewal with respect to the provision of such telecommunications service.

## **SECTION 2.8 – TRANSFER OF THE RENEWAL LICENSE**

(a) Pursuant to M.G.L. c. 166A, Section 7, as may be amended from time to time, neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the FCC and/or the DTC. 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. 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 this Renewal License, unless otherwise provided by applicable federal or State law. An “affiliated company” is any Person or entity who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person or entity.

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

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town

in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

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

(e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120-day period is extended in writing by mutual agreement of the parties pursuant to applicable law.

(f) 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 2.9 – EFFECT OF UNAUTHORIZED TRANSFER ACTION**

(a) Any transfer of the Cable System without the Licensee and the transferee complying with Section 2.8 above shall be null and void, and shall be deemed a material breach of this Renewal License.

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

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

**ARTICLE 3  
SYSTEM SPECIFICATIONS AND CONSTRUCTION**

**SECTION 3.1 - AREA TO BE SERVED**

Licensee shall make Cable Service available to every residential dwelling unit within the Town, subject to Section 3.2 below, provided the Licensee is able to obtain any necessary easements, permits and/or permission from owners of property and multiple dwelling units. The Licensee shall make its best efforts to obtain any necessary easements or permission from owners of property in the Town pursuant hereto.

**SECTION 3.2 – RESIDENTIAL SUBDIVISIONS**

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 so long as such additional time does not result in additional cost to the project developer or the Town. 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 the Licensee. The Developer shall be responsible for the digging and back-filling of all trenches.

**SECTION 3.3 – INSTALLATION CHARGES**

Any dwelling unit within one hundred fifty feet (150') aerial or one twenty-five feet (125') 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.). All other installations are considered non-standard installations. For aerial installations more than one hundred fifty feet (150'), the first one hundred fifty feet (150') shall be at the Standard Installation rate. For underground installations more than one hundred twenty-five feet (125'), not involving a hard surface, the first one hundred twenty-five feet (125') shall be at the Standard Installation rate.

### **SECTION 3.4 – SUBSCRIBER NETWORK**

Licensee shall continue to own, operate and maintain the Cable Television System, to a minimum bandwidth of 750MHz in accordance with applicable law, and carrying Video Programming channels in the downstream direction to Sherborn Subscribers.

### **SECTION 3.5 – LOCATION OF THE CABLE TELEVISION SYSTEM**

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

### **SECTION 3.6 - PARENTAL CONTROL CAPABILITY**

(a) Pursuant to applicable law, upon request, 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 box.

### **SECTION 3.7 – EMERGENCY ALERT OVERRIDE CAPACITY**

Licensee shall comply with the FCC’s Emergency Alert System (“EAS”) regulations and any applicable laws and regulations of the Commonwealth of Massachusetts in order that emergency messages are distributed over the Cable System.

### **SECTION 3.8 - SYSTEM TECHNICAL SPECIFICATIONS**

The Cable System shall conform to the FCC technical specifications, including 47 CFR 76.05, which are incorporated herein by reference. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

**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 Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws of general applicability, codes and regulations, including but not limited to OSHA regulations, the Massachusetts Electrical Code, the National Electrical Safety Code, the National Electrical Code, and the rules and regulations of the FCC, the rules and regulations of the DTC, any other applicable Massachusetts laws and regulations, generally applicable Town bylaws and regulations, and all applicable land use restrictions 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. 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. However, prior to such repair or

restoration the Town should submit a written estimate to Licensee of the actual cost of said repair or restoration.

### **SECTION 4.3 – UNDERGROUND FACILITIES**

(a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, whether required by law or not, all of the Licensee’s lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies, the Licensee shall likewise place its facilities underground at no cost to the Town.

(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement sub-grade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law. In the event the Town develops an undergrounding project for which it plans to utilize Town funds to reimburse utilities for the cost of said undergrounding, it shall notify the Licensee of such and discuss with the Licensee how the Licensee may be eligible for such funding consistent with equitable principles and applicable law.

(d) 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.

### **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 so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Licensee, in accordance with M.G.L. c. 87 and any Town bylaws and regulations.

### **SECTION 4.5 – STRAND MAPS**

Upon written request, the Licensee shall file with the Issuing Authority strand maps of the Cable System plant installed. Upon written request said strand maps shall also be provided in electronic format

if they exist in said electronic format. The Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains.

#### **SECTION 4.6 - BUILDING MOVES**

In accordance with applicable laws, Licensee shall, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). Licensee shall be given not less than thirty (30) days advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne by the Person(s) holding the building move permit, unless otherwise required by applicable law or regulation.

#### **SECTION 4.7 - DIG SAFE**

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

#### **SECTION 4.8 - DISCONNECTION AND RELOCATION**

(a) 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 or its designee 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.

(b) Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement.

#### **SECTION 4.9 - 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 Town 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.

(b) The Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement.

**SECTION 4.10 – REMOVAL AND RELOCATION**

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

**SECTION 4.11 – RIGHT TO INSPECTION**

The Issuing Authority and/or its designee(s) shall have the right, at its sole cost and expense, to inspect the plant and equipment of the Licensee in the Town at reasonable times and under reasonable circumstances for the purpose of determining compliance with the requirements of this License. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable written notice to the Licensee. The Licensee shall have a representative present during such inspections.

**SECTION 4.12 – PRIVATE PROPERTY**

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

**SECTION 4.13 – PEDESTALS**

In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable Town, regulations and/or by-laws.

**SECTION 4.14 – SERVICE INTERRUPTIONS**

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing, constructing or testing the

Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours' notice to all affected Subscribers.

**ARTICLE 5  
PROGRAMMING**

**SECTION 5.1 - BASIC CABLE SERVICE**

Licensee shall make available a Basic Cable Service tier to all Subscribers in the Town pursuant to applicable statute or regulation.

**SECTION 5.2 - PROGRAMMING**

(a) Pursuant to 47 U.S.C. 544, Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit 5.2**. Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Licensee.

(b) Licensee shall comply with 76.1603(c)(3)(i)(b) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes. (**Exhibit 9.4**)

**SECTION 5.3 - REMOTE CONTROLS**

Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Licensee, if any, and allow the use of such. Licensee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

**SECTION 5.4 - STEREO TV TRANSMISSIONS AND CLOSED CAPTIONS OF PEG ACCESS PROGRAMMING**

All broadcast and cablecast signals that are transmitted to Licensee's headend in stereo shall be transmitted in stereo to Subscribers. PEG Access Programming provided to the Licensee in closed captions shall be provided by the Licensee to Subscribers in closed captions in accordance with applicable law.

**SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE**

Pursuant to 47 U.S.C. 532 (Section 612 of the Cable Act), Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee. Rates for use of commercial access channels shall be negotiated between Licensee and the commercial user in accordance with federal law.

**SECTION 5.6 – CONTINUITY OF SERVICES**

It shall be the right of all Subscribers to receive Cable Service insofar as Subscribers honor their financial and other obligations to the Licensee; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Cable Service interruptions or as a result of Cable System or equipment failures. When necessary, if non-routine Cable Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance if practical.

**SECTION 5.7 – COMMERCIAL ESTABLISHMENTS**

The Licensee shall make Cable Service available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for installation, any required line extension, and monthly subscription costs as established by the Licensee.

## **ARTICLE 6**

### **PEG ACCESS CHANNELS AND SUPPORT**

#### **SECTION 6.1 - PEG ACCESS CHANNELS**

(a) Use of channel capacity for Public, Educational and Governmental (“PEG”) Access 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. The PEG Access channels shall, other than provided in Section 6.1(e) below, be used exclusively as and/or for PEG Access channels and PEG Access Programming. The Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity, pursuant to Section 611 of the Cable Act, to the extent allowed by applicable law. The Issuing Authority and/or its designee shall be responsible for developing, implementing, interpreting and enforcing rules for the PEG Access Channel and PEG Access operations in accordance with applicable law. The PEG Channels shall be provided on the Basic Cable Service tiers to the extent said tier is required pursuant to applicable law or regulations or otherwise provided by the Licensee.

(b) Licensee shall continue to make available three (3) Public, Educational, and Government (“PEG”) Access Channels in Standard Definition format to be used for PEG Access Programming by the Issuing Authority and/or its PEG Access Designee(s). The Licensee shall within twenty-four (24) months of the Effective Date of this License, upgrade the three (3) existing PEG Access Channels to Standard Definition/Serial Digital Interface (SD/SDI) and make available one (1) PEG Access Channel in High Definition (HD) format to be used for PEG Access Programming, including the necessary interface equipment for transporting the PEG Access signals to the Licensee’s Headend or hub-site as set out in Section 6.3 below. The Licensee shall have the right to reclaim one (1) Standard Definition (SD) PEG Access Channel eighteen (18) months after the activation of the HD PEG Access Channel or such earlier time as agreed to by the parties hereto. Prior to the Licensee’s installation of its SD/SDI and HD interface equipment, the Licensee shall provide the Issuing Authority with an itemized invoice for the cost and installation thereof not to exceed Nine Thousand Dollars (\$9,000).

(c) The Town or its PEG Access Designee shall be responsible for providing the HD PEG Channel signal in a HD format compatible with Licensee's equipment in the Cable System at the applicable demarcation point.

(d) The Town acknowledges that not every Subscriber may be able to view HD PEG Access Programming on every TV, and additional costs may be involved in the reception of HD programming.

(e) In the event the Issuing Authority, its designee(s) or other PEG Access User elect not to program a PEG Access Channel for a period of one hundred twenty (120) days or more, not including a period of force majeure, the Licensee may thereafter use such channel capacity that is not being used for PEG Access purposes, subject to the right of the Issuing Authority to reclaim said channel capacity for its PEG Access use or the PEG Access use of its designee(s) or other Access Users.

(f) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Town, its Issuing Authority, the public schools, the PEG Access Designee and/or PEG Access Users.

(g) The PEG Access Channels may not be used to cablecast for-profit or commercial programs.

(h) The Licensee shall not change a PEG Access Channel location without a minimum of thirty (30) days advance written notice to the Issuing Authority.

(i) The Licensee shall monitor the PEG Access Channels for technical quality consistent with the FCC Technical Standards and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. However, the Licensee is not responsible for the production quality of PEG Access Programming productions.

(j) There shall be no charges by the Licensee to the Town, its Issuing Authority, the public schools, the PEG Access Designee or Access Users for the Access Channels.

## **SECTION 6.2 – PEG ACCESS PROVIDER**

(a) The Access Provider shall provide services to PEG Access users and the Town as follows:

- (1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.1, above;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.5 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;

- (5) Provide technical assistance and production services to PEG Access Users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, outreach, referral and other support services to PEG Access users, members, volunteers and community;
- (8) Assist PEG Access Users in the production of Video Programming of interest to Subscribers and issues, events and activities; and
- (9) 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 Channels provided pursuant to Section 6.1 above, all PEG Access Programming originating from or aggregated at the Sherborn Town Hall (19 Washington Street) (“Town Hall”) shall be transmitted by the Licensee over the Licensee-owned video return line from the Town Hall to the Dover/Sherborn PEG Access Studio located at 9 Junction Street, Dover (the Dover-Sherborn High School) (the “PEG Access Studio”) from where such PEG Access Programming, and the PEG Access Provider’s other PEG Access Programming originating or aggregated at the PEG Access Studio, shall be provided to the Licensee at the demarcation point at said PEG Access Studio and then transmitted by the Licensee to the Licensee’s Headend over the Licensee’s fiber-based link. At the Licensee’s Headend, said PEG Access Programming shall be retransmitted in the downstream direction on the appropriate Licensee-owned Subscriber Network downstream PEG Access Channel. The Licensee-provided video return line and transmission, switching and processing equipment shall be made available by the Licensee without charge to the Town, Access Provider, public schools and/or Access Users. The Licensee is responsible for maintaining, repairing and, if necessary, replacing the fiber video return line between the Town Hall (19 Washington Street) and the PEG Access Studio (9 Junction Street, Dover), while the Town and/or the Access Provider is responsible for internal wiring in each location. The Licensee and the Issuing Authority shall work together in good faith with respect to these respective obligations, including, as may be needed, meeting together at the respective locations with technical personnel for both parties.

(b) The Licensee shall be responsible for all necessary inspections and performance tests of the video return line in accordance with applicable law and regulation for a Cable System, including 47 CFR §76.01. The Licensee shall provide, maintain, operate and repair all equipment necessary to receive and transmit end-to-end digital PEG Access programming and PEG Access Channels as described in this Section 6.3 above, including necessary transmission, switching and/or processing equipment located at its hub-site and/or Headend in order to switch upstream signals carrying PEG Access Programming to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(c) The demarcation point between Licensee's equipment and the Town's and/or Access Provider's equipment shall with respect to the PEG Access Channels be at the input of the Licensee owned equipment used for video signal transport. The Licensee shall own, maintain, repair and/or, if necessary, replace said video signal transport equipment.

(d) The Issuing Authority and/or the PEG Access Designee shall have the right, at its own cost or that of the PEG Access Designee, as determined by the Issuing Authority, to construct and install PEG Access video return lines ("Town Video Return Lines") from other Public Buildings, PEG Access facilities or locations in the Town to the Town Hall (19 Washington Street) or to another PEG Access remote origination location, as long as said Town Video Return Lines are compatible with Licensee's video return system and Cable System. The Issuing Authority or its PEG Access Designee, as determined by the Issuing Authority, shall be responsible for said Town Video Return Line terminations and any necessary equipment to provide for terminations, patching and interconnects to the PEG Access studio. The PEG Access Programming, so aggregated at the Town Hall, shall be transmitted to the Licensee's Headend or hub-site pursuant to the transmission process set out in this Section 6.3 above, and then switched by the Licensee to the designated Licensee-owned Subscriber Network downstream PEG Access Channel. The Issuing Authority or its PEG Access Designee, as determined by the Issuing Authority, shall be responsible for maintaining, operating and repairing the Town Video Return Lines, if any. The Licensee shall continue to be responsible for maintaining, operating and repairing all other parts of the video return and cablecasting as set out in the above subparagraphs of this Section 6.3.

(e) There shall be no charge to the Town, its Issuing Authority, the Access Provider or Access Users for the provision of PEG Access origination, video return or cablecasting, as required by or provided pursuant to this Section 6.3.

(f) The Licensee and the Issuing Authority shall work together in good faith with respect to any difficulties that arise regarding the transmission, switching and/or cablecasting of PEG Access Programming, pursuant to this Section 6.3.

#### **SECTION 6.4 – PEG ACCESS ANNUAL SUPPORT**

(a) The Licensee shall provide payments to the Issuing Authority and/or its PEG Access Designee for PEG Access and cable-related purposes in an amount equal to five percent (5.00%) of Gross Annual Revenues, less applicable License Fees payments to the Town and State only pursuant to M.G.L. c. 166A, sec. 9 (the “PEG Access Annual Support”). Said payments shall be made as provided herein on the following quarterly basis: (i) on or before May 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of January, February and March; (ii) on or before August 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15<sup>th</sup> of each year for the previous three (3) month period of July, August and September; and (iv) on or before February 15<sup>th</sup> of each year for the previous three (3) month period of October, November and December. The first such five percent (5.00%) quarterly payment pursuant to this Renewal License shall be made on or before August 15, 2025 for the period from the Effective Date through June 30, 2025. The final such five percent (5.00%) payment shall be made on or before August 15, 2035 for the previous period from April 1, 2035 through May 31, 2035.

(b) The Licensee shall file with each of the payments pursuant to this Section 6.4, a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the Gross Annual Revenue as defined in Section 1.1(p), for each three (3) month reporting period. Said statement shall list general categories comprising Gross Annual Revenues as defined in Section 1.1(p).

(c) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at the rate of two percent (2%) above the Prime Rate.

#### **SECTION 6.5– PEG ACCESS CAPITAL FUNDING**

(a) The Licensee shall provide funding to the Issuing Authority or its PEG Access Designee, as directed by the Issuing Authority, for capital costs for public, educational or governmental (PEG) access facilities and related equipment (the “PEG Access Capital Funding”), by two (2) separate means, as follows:

(1) A total of Fifty-Eight Thousand Dollars (\$58,000), paid as follows on or before the below referenced dates:

August 1, 2025	\$5,800
August 1, 2026	\$5,800
August 1, 2027	\$5,800
August 1, 2028	\$5,800
August 1, 2029	\$5,800
August 1, 2030	\$5,800
August 1, 2031	\$5,800
August 1, 2032	\$5,800
August 1, 2033	\$5,800
August 1, 2034	\$5,800

and

(2) One quarter of one percent (0.25%) of Gross Annual Revenues paid on the same quarterly basis as set out in Section 6.4 above with respect to PEG Access Annual Support. More specifically, (i) on or before May 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of January, February and March; (ii) on or before August 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15<sup>th</sup> of each year for the previous three (3) month period of July, August and September; and (iv) on or before February 15<sup>th</sup> of each year for the previous three (3) month period of October, November and December. The first such one quarter of one percent (0.25%) quarterly payment pursuant to this Renewal License shall be made on or before August 15, 2025 for the period from the Effective Date through June 30, 2025. The final such one quarter of one percent (0.25%) payment shall be made on or before August 15, 2035 for the previous period from April 1, 2035 through May 31, 2035.

(b) The Licensee shall file with each of the payments pursuant to this Section 6.5, a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the Gross Annual Revenue as defined in Section 1.1(p), for each three (3) month reporting period. Said statement shall list general categories comprising Gross Annual Revenues as defined in Section 1.1(p).

(c) The Town and/or its PEG Access Designee shall own all PEG Access facilities and related equipment purchased with the PEG Access Capital Funding provided pursuant to this Section 6.5. The Licensee shall have no obligation for maintenance, repair or replacement of such PEG Access facilities and equipment.

(d) The PEG Access Capital Funding provided herein by the Licensee shall not be counted toward: (i) the PEG Access Annual Support provided by the Licensee pursuant to Section 6.4 above; or (ii) the License Fee payment payable pursuant to Section 7.1 below. These costs may be passed through to Subscribers as allowed by applicable law and regulations.

(e) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at the rate of two percent (2%) above the Prime Rate. Any payment pursuant to this Section 6.5(d) shall be within the exclusion to the term “franchise fee” for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

#### **SECTION 6.6 - NON-COMMERCIAL PROGRAMMING**

The Issuing Authority and its designee(s) shall not use the designated PEG access channels, equipment, or other facilities to provide for-profit commercial Programming. Nothing in this Section 6.6 shall prohibit the Issuing Authority or its designee from having memberships, sponsorships, underwriting or acknowledgements (such as the underwriting and acknowledgments displayed by the Public Broadcasting System), to the extent not otherwise prohibited by applicable law or regulations.

#### **SECTION 6.7 – INTERCONNECTION WITH COMPETING CABLE LICENSE**

In the event a cable license is issued by the Issuing Authority to a competing Licensee, the Issuing Authority shall not authorize or require the competing licensee to connect its facilities or cable 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.

## **ARTICLE 7**

### **FRANCHISE FEES AND LICENSE FEES**

#### **SECTION 7.1 – LICENSE FEE PAYMENTS**

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such other amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this Section 7.1, shall be calculated in compliance with applicable law(s).

#### **SECTION 7.2 – FRANCHISE FEE**

In accordance with Section 622(b) of the Cable Act, the Licensee shall not be liable for a total Franchise Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of Gross Annual Revenues. Said five percent (5%) shall include the following: (i) the PEG Access Annual Support pursuant to Section 6.4, above; and (ii) any License Fee(s) that may be payable to the Town and to the State pursuant to Massachusetts General Laws Chapter 166A, Section 9, and Section 7.1 above, provided, however, that said five percent (5%) shall not include the PEG Access Capital Funding pursuant to Section 6.5 above and any other exclusions to the definition of Franchise Fee provided in Section 622(g)(2) of the Cable Act.

#### **SECTION 7.3 – PAYMENT**

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, no later than March 15th of each year, unless provided for otherwise under applicable law.

#### **SECTION 7.4 – OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

(a) The Franchise Fee and License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the Franchise Fee and License Fee payments which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees

that no such taxes, fees or charges of general applicability shall be used as offsets or credits against the Franchise Fee or License Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit the authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

#### **SECTION 7.5 – LATE PAYMENT**

In the event that the payments required pursuant to this Article 7 are not tendered to the Town on or before the dates fixed herein by or pursuant to Section 7.3 above or applicable law, interest due on such fee payment shall accrue from the date due at the rate of two percent (2%) above the Prime Rate. Any payment pursuant to this Section 7.5 shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

#### **SECTION 7.6 – AUDIT AND RECOMPUTATION**

(a) Tender or acceptance of any payment, including any payment of a Franchise Fee or License Fee or any payment required in Article 6 of this Renewal License shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under Article 6 or Article 7. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall commence in no event later than two (2) years after the subject payment has been tendered.

(b) If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have thirty (30) business days after a written request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If,

after such audit and recomputation, an additional Franchise Fee, License Fee or any payment required in Article 6 of this Renewal License is owed to the Town, the Licensee shall pay said amount, plus interest, to the Town or its designated Access Provider within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed.

**SECTION 7.7 – AFFILIATES USE OF SYSTEM**

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from the provisions of this Renewal License.

**SECTION 7.8 – METHOD OF PAYMENT**

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and provided to the Select Board, unless the Licensee is otherwise notified in writing by the Issuing Authority.

**ARTICLE 8  
RATES AND CHARGES**

**SECTION 8.1 - RATES 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's 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.

(b) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all Cable Service offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto, including any changes thereto.

(c) At the time of initial solicitation or installation of Cable Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days prior to the Effective Date of any rate increase to either downgrade service or terminate service altogether without charge of the increased rate. Change of service policies shall be in compliance with 207 CMR 10.00 et seq.

(d) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other license/franchise requirements, may be passed through to the Subscribers in accordance with federal law and regulations.

**SECTION 8.2 – RATE REGULATION**

The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

**SECTION 8.3 – CREDIT FOR SERVICE INTERRUPTION**

In accordance with applicable law, in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

## **ARTICLE 9**

### **CUSTOMER SERVICE, SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

#### **SECTION 9.1 – CUSTOMER SERVICE CALL CENTER**

(a) Licensee shall maintain and operate its customer services call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) The Licensee's main customer service call center shall have a publicly listed local or toll-free telephone number for Sherborn Subscribers, unless required otherwise by applicable law.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions (as defined in §76.309(c)(4)(ii) telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standard shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(d) Pursuant to 47 C.F.R. §76.309(c)(1)(B), a Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

#### **SECTION 9.2 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME**

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) business days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber complaint or request for service received after Normal Business Hours shall be acted upon the next business day.

(c) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations and/or (ii) an outage as described in section 9.2 (d) below.

(d) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within twenty-one (21) days of receiving a request from a Subscriber to do so.

### **SECTION 9.3 – FCC CUSTOMER SERVICE OBLIGATIONS**

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 9.3**.

### **SECTION 9.4 – BUSINESS PRACTICE STANDARDS**

The Licensee shall provide the Issuing Authority and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 9.4**, as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Service, Rates and Charges;
- (iii) Form of Bill;
- (iv) Advance Billing, Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

### **SECTION 9.5 – COMPLAINT RESOLUTION PROCEDURES**

(a) The Licensee shall establish a procedure for resolution of complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Cable Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. Thereafter, if the Subscriber chooses to participate in further processing of the complaint, the Subscriber shall meet jointly with the Issuing Authority or its designee(s) and an authorized representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate multiple complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of complaints.

## **SECTION 9.6 – EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees and contractors entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to visibly display an employee or contractor identification card issued by the Licensee or contractor, respectively, and bearing a picture of said employee or contractor.

## **SECTION 9.7 – PROTECTION OF SUBSCRIBER PRIVACY**

(a) The Licensee shall comply with all applicable federal and State laws and regulations regarding privacy, monitoring, information with respect to Cable Service viewing habits, subscription information or decisions and personally identifying information, and the collection and/or distribution thereof, including notice to Subscribers regarding these privacy matters and Subscriber access thereto, including, but not limited to the provisions of Section 631 of the Cable Act (47 U.S.C. 551), as may be amended.

(b) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

**SECTION 9.8 – RESPECT FOR PRIVATE PROPERTY**

Nothing herein shall be construed as authorizing access or entry onto private property, or any other property, by the Licensee, where such right to access or entry is not otherwise provided by law, the Subscriber Services Agreement or this License.

**ARTICLE 10  
INSURANCE AND BONDS**

**SECTION 10.1 – INSURANCE**

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, as obtained and renewed, copies of the certificates of insurance for the following policies:

(a) A commercial general liability insurance policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agent and employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance, operation or removal of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for personal injury, broad form property damage, products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks 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) Workers Compensation in the minimum amount of the statutory limit.

(d) The Licensee shall carry excess liability, written on an occurrence basis, in the minimum amount of Five Million Dollars (\$5,000,000) umbrella form over all other insurance required by this Section 10.1.

(e) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of the Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.

(v) The Licensee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the Town may immediately suspend operations under the Renewal License.

(vi) The Licensee shall be responsible for all deductibles.

(vii) The Town, its Issuing Authority, other officials, and employees shall be named as "additional insureds" on all required liability insurance policies.

(viii) Neither this Section 10.1, nor the provision of insurance or insurance proceeds pursuant to this Section 10.1, shall limit the liability of the Licensee pursuant to this Renewal License.

(ix) The Licensee shall provide the Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of the policies. The Licensee shall timely notify the Issuing Authority in the event of cancellation or reduction in the coverage amount. Said notice may be by electronic mail (e-mail).

## **SECTION 10.2 – PERFORMANCE BOND**

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License, a faithful performance bond running to the Town and in a form satisfactory to the Issuing Authority (however, the Issuing Authority shall not unreasonably deem a bond's form to be unsatisfactory), with good and sufficient surety licensed to do business in the Commonwealth of Massachusetts in the sum of Twenty-Five Thousand Dollars (\$25,000). Said bond shall be upon the terms and conditions specified in M.G.L. 166A § 5(K) and the faithful performance and discharge of all obligations imposed by the Renewal License, subject to the provisions of 12.1 and 12.2 below.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 12.1 below. The Licensee shall timely notify the Issuing Authority in the event of cancellation or reduction in the coverage amount of the performance bond. Said notice may be by electronic mail (e-mail).

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town pursuant to the terms and conditions of such bond. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to

reinstate the performance bond to the sum of Twenty-Five Thousand Dollars (\$25,000) required herein. Neither this section, nor any bond accepted pursuant thereto, nor any damages recovered there under shall limit the liability of the Licensee under the Renewal License.

(d) The performance bond required herein shall contain an explicit endorsement stating that such performance bond is intended to cover the liability assumed by the Licensee under the terms of the Renewal License.

### **SECTION 10.3 – INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the acts and/or omissions of the Licensee, its employees, officers, contractors and subcontractors, or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, property damage or personal injury (including accidental death), that arise out of Licensee's construction, operation, maintenance or removal of the Cable System. Indemnified expenses shall include reasonable attorneys' fees and costs incurred from the time the Licensee receives written notice of its obligation to indemnify, hold harmless and defend the Town for a specific claim up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify, hold harmless and defend the Town after receipt of a claim for which indemnification is sought. The Licensee is not required to indemnify the Town for attorney fees and costs incurred prior to the above referenced written notice being provided to the Licensee. In the event of a legal action, the Issuing Authority or its designee shall promptly forward a copy of the legal complaint served upon the Town.

**ARTICLE 11  
ADMINISTRATION AND REGULATION**

**SECTION 11.1 – REGULATORY AUTHORITY**

The Issuing Authority and/or its designee(s) shall have authority for the day to day regulation of the Cable System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License.

**SECTION 11.2 – PERFORMANCE EVALUATION HEARINGS**

The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing no more than once per year. Nothing in this Section 11.2 shall limit any rights that the Issuing Authority may have to conduct additional hearings and/or the Licensee's attendance at such hearing. The Issuing Authority shall provide Licensee with the results of its performance evaluation in writing within sixty (60) days after the conclusion of such hearing.

**SECTION 11.3 – NONDISCRIMINATION**

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License.

**SECTION 11.4 – JURISDICTION/VENUE**

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

## **ARTICLE 12**

### **DETERMINATION OF BREACH - LICENSE REVOCATION**

#### **SECTION 12.1 – DETERMINATION OF BREACH/NOTICE AND OPPORTUNITY TO CURE**

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The 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 the 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 in the reasonable opinion of the Issuing Authority 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. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at thirty (30) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that: (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) 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 the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within forty-five (45) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it, including, but not limited to:

- (i) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (ii) commence an action at law for monetary damages

- (iii) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein;
- (iv) declare the Renewal License to be revoked subject to Section 12.2 below and applicable law; and
- (vi) invoke any other lawful remedy available to the Town.

(e) In the event that the Issuing Authority fails to issue a written determination within forty-five (45) days after the public hearing pursuant to Section 12.1(d) above or such extended time as agreed to in writing by the parties hereto, then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

### **SECTION 12.2 – REVOCATION OF THE RENEWAL LICENSE**

To the extent permitted by applicable law and subject to the provisions of Section 12.1 above, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

### **SECTION 12.3 – NON-EXCLUSIVITY OF REMEDY**

No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

### **SECTION 12.4 – NO WAIVER-CUMULATIVE REMEDIES**

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Town or of the Licensee under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town or the Licensee at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

**ARTICLE 13  
REPORTS, AUDITS AND PERFORMANCE TESTS**

**SECTION 13.1 – GENERAL**

(a) Upon the written request of the Issuing Authority, the Licensee shall timely submit to the Town any information which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. If it is agreed by the parties that such information is proprietary, then any obligation pursuant to Section 13.1(a) is not applicable. In the event of a disagreement the Licensee shall have all rights available under applicable law to challenge or appeal the determination of the Town to the appropriate appellate entities.

**SECTION 13.2 – FINANCIAL REPORTS**

(a) Upon written request by the Issuing Authority and in accordance with applicable law, after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with the DTC Form 200 showing a balance sheet sworn to by the Licensee's authorized financial representative. Said forms shall contain such financial information as required by State and/or federal law.

(b) The Licensee shall also provide any other reports required by State and/or federal law that are required to be provided to the Issuing Authority.

**SECTION 13.3 – CABLE SYSTEM INFORMATION**

Upon written request by the Issuing Authority, the Licensee shall file annually with the Issuing Authority a report of the number of Basic Service Subscribers.

**SECTION 13.4 – SUBSCRIBER COMPLAINT REPORTS**

In accordance with the regulations of the DTC, the Licensee shall submit a completed copy of the DTC Form 500, a copy of which is attached hereto as **Exhibit 13.5**, to the Issuing Authority or its designee(s).

**SECTION 13.5 – QUALITY OF SERVICE**

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a written notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

**SECTION 13.6 – ANNUAL PROOF OF PERFORMANCE TESTS**

Upon the written request of the Issuing Authority, the Licensee shall make available to the Issuing Authority proof of performance test data, consistent with FCC regulations.

**SECTION 13.7 – DUAL FILINGS**

If requested, in writing, the Licensee and the Issuing Authority shall provide to one another copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 12.1 above.

**SECTION 13.8 – INVESTIGATION**

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

**ARTICLE 14  
MISCELLANEOUS**

**SECTION 14.1 – SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal 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 14.2 – FORCE MAJEURE**

If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal 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, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event beyond the reasonable control of the respective party.

**SECTION 14.3 – ACTS OR OMISSIONS OF AFFILIATES**

During the term of the Renewal License, the Licensee shall be liable for the acts or omissions of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance, operation or removal of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

**SECTION 14.4 – NOTICES**

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

Town of Sherborn  
Attn: Select Board  
Sherborn Town Hall  
19 Washington Street  
Sherborn, MA 01770

with a copy to:

Town of Sherborn  
Attn: Cable Advisory Committee  
Sherborn Town Hall  
19 Washington Street  
Sherborn, MA 01770

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

Comcast Cable Communications, Inc.  
Attn: Government Relations  
222 New Park Dr.  
Berlin, CT 06037

with a copy to:

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

(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.

(d) The parties may, at any time, agree to substitute electronic mail for certified mail and/or overnight courier service for the service of any notice or notices, subject to memorializing any such agreement by electronic mail.

#### **SECTION 14.5 – RENEWAL LICENSE EXHIBITS**

The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorporated by reference and expressly made a part of this Renewal License.

**SECTION 14.6 – 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.

**SECTION 14.7 – CAPTIONS**

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

**SECTION 14.8 – WARRANTIES**

Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

(a) The Licensee is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;

(b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(c) This Renewal License is enforceable against Licensee in accordance with the provisions herein; and

(d) There is no action or proceedings pending or threatened against Licensee which would interfere with performance of this Renewal License.

**SECTION 14.9- INCORPORATION BY REFERENCE**

All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to M.G.L. c. 166A, and the rules and regulations of the FCC and the DTC, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. However, no such general laws, rules, regulations and codes, as amended, may alter the obligations, interpretation and performance of this Renewal License to the extent

that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

**SECTION 14.10 – NO RECOURSE AGAINST THE ISSUING AUTHORITY**

Pursuant to Section 635A(a - d) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief.

**SECTION 14.11 – TOWN'S RIGHT OF INTERVENTION**

The Town hereby reserves to itself, and the Licensee acknowledges, the Town's right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this Section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

**SECTION 14.12 – TERM**

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

**SECTION 14.13 – APPLICABILITY OF RENEWAL LICENSE**

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

**SECTION 14.14 - NO THIRD PARTY BENEFICIARIES**

Nothing in this Renewal License is intended to confer third-party beneficiary status on any member of the public, entity or other non-signatory party to enforce the terms of this Renewal License.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

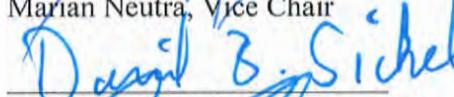
WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 30 DAY OF May 2025,  
2025.

**TOWN OF SHERBORN**

By its:  
Select Board

  
\_\_\_\_\_  
Steven Tsai, Chair

  
\_\_\_\_\_  
Marian Neutra, Vice Chair

  
\_\_\_\_\_  
Daniel Sichel, Clerk

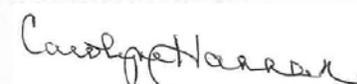
  
\_\_\_\_\_  
Paul DeRensis, Member

  
\_\_\_\_\_  
Jeffrey Waldron, Member

Approved as to legal form:

\_\_\_\_\_  
William H. Solomon  
Special Cable Counsel

**COMCAST CABLE COMMUNICATIONS  
MANAGEMENT, LLC**

By: 

\_\_\_\_\_  
Carolyne Hannan  
Regional Senior Vice President  
New England Region