

**RENEWAL**  
**CABLE TELEVISION LICENSE**  
**FOR**  
**THE TOWN OF TOWNSEND,**  
**MASSACHUSETTS**

**Issued to**  
**COMCAST of MASSACHUSETTS III, Inc.**

**Effective Date:**  
**November 1, 2015**

## **Table of Contents**

<b>INTRODUCTION.....</b>	<b>4</b>
<b>ARTICLE 1 DEFINITIONS.....</b>	<b>5</b>
SECTION 1.1 - DEFINITIONS.....	5
<b>ARTICLE 2 GRANT OF RENEWAL LICENSE.....</b>	<b>10</b>
SECTION 2.1 - GRANT OF RENEWAL LICENSE.....	10
SECTION 2.2 - TERM: NON-EXCLUSIVITY .....	10
SECTION 2.3 – POLE AND CONDUIT ATTACHMENT RIGHTS .....	10
SECTION 2.4 – RENEWAL .....	11
SECTION 2.5 - RESERVATION OF AUTHORITY .....	11
SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE .....	11
<b>ARTICLE 3 SYSTEM SPECIFICATIONS AND CONSTRUCTION.....</b>	<b>14</b>
SECTION 3.1 – AREA TO BE SERVED.....	14
SECTION 3.2 - SUBSCRIBER NETWORK .....	15
SECTION 3.4 – SUBSCRIBER NETWORK CABLE DROPS .....	15
SECTION 3.5 - PARENTAL CONTROL CAPABILITY .....	16
SECTION 3.6---EMERGENCY ALERT OVERRIDE CAPACITY .....	16
<b>ARTICLE 4 TECHNOLOGICAL AND SAFETY STANDARDS .....</b>	<b>17</b>
SECTION 4.1 – SYSTEM MAINTENANCE .....	17
SECTION 4.2 – REPAIRS AND RESTORATION.....	18
SECTION 4.3 - CABLE LOCATION .....	18
SECTION 4.4 – TREE TRIMMING .....	19
SECTION 4.5 – PLANT MAPS .....	19
SECTION 4.6 – BUILDING MOVES.....	20
SECTION 4.7 – DIG SAFE .....	20
SECTION 4.8 – DISCONNECTION AND RELOCATION .....	20
SECTION 4.9 – EMERGENCY REMOVAL OF PLANT .....	21
SECTION 4.10 – PROHIBITION AGAINST RESELLING OF SERVICE.....	21
<b>ARTICLE 5 PROGRAMMING .....</b>	<b>22</b>
SECTION 5.1 - BASIC CABLE SERVICE.....	22
SECTION 5.2 - PROGRAMMING .....	22
SECTION 5.3 - REMOTE CONTROLS .....	22
SECTION 5.4 - STEREO TV TRANSMISSIONS .....	22
SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE.....	23
<b>ARTICLE 6 PEG ACCESS CHANNEL(S) AND SUPPORT .....</b>	<b>24</b>
SECTION 6.1 - PEG ACCESS CHANNEL.....	24
SECTION 6.2 - PEG ACCESS/LOCAL ORIGATION STUDIO.....	25
SECTION 6.3 - PEG ACCESS PROVIDER .....	26
SECTION 6.4 – PEG ACCESS CABLECASTING.....	26
SECTION 6.5 - PEG ACCESS OPERATING AND CAPITAL SUPPORT .....	27
SECTION 6.6 – PROGRAMMING EXCLUSIVITY AND NON-COMPETITION.....	28
SECTION 6.7 - INTERCONNECTION WITH COMPETING CABLE LICENSEE .....	28
SECTION 6.8 - PEG ACCESS PROGRAMMING INDEMNIFICATION.....	29
SECTION 6.9 - LICENSEE-OWNED PEG ACCESS EQUIPMENT .....	29

<b>ARTICLE 7 CUSTOMER SERVICE AND CONSUMER PROTECTION.....</b>	<b>30</b>
SECTION 7.1 - CUSTOMER SERVICE .....	30
SECTION 7.2 – CONSUMER COMPLAINT PROCEDURES .....	30
SECTION 7.3 – SUBSCRIBER’ ANTENNAS – SWITCHING DEVICES .....	30
SECTION 7.4 – SERVICE INTERRUPTIONS .....	31
SECTION 7.6 - PROTECTION OF SUBSCRIBER PRIVACY .....	31
SECTION 7.7 - EMPLOYEE IDENTIFICATION CARDS .....	32
<b>ARTICLE 8 PRICES AND CHARGES .....</b>	<b>33</b>
SECTION 8.1 - PRICES AND CHARGES .....	33
<b>ARTICLE 9 REGULATORY OVERSIGHT .....</b>	<b>34</b>
SECTION 9.1 - INDEMNIFICATION .....	34
SECTION 9.2 - INSURANCE .....	34
SECTION 9.3 - PERFORMANCE BOND .....	35
SECTION 9.4 - LICENSE FEES .....	36
SECTION 9.5 - REPORTS.....	37
SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY .....	37
SECTION 9.7 - REVOCATION OF LICENSE .....	37
SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE .....	38
SECTION 9.9 - LIQUIDATED DAMAGES .....	40
SECTION 9.10 - TRANSFER OR ASSIGNMENT .....	41
SECTION 9.11 - REMOVAL OF SYSTEM .....	42
SECTION 9.12 - INCORPORATION BY REFERENCE.....	42
SECTION 9.13 - NO THIRD PARTY BENEFICIARIES .....	42
<b>ARTICLE 10 MISCELLANEOUS .....</b>	<b>43</b>
SECTION 10.1 - SEVERABILITY.....	43
SECTION 10.2 - FORCE MAJEURE .....	43
SECTION 10.3 - NOTICES .....	44
SECTION 10.4 - ENTIRE AGREEMENT.....	45
SECTION 10.5 - CAPTIONS.....	45
SECTION 10.6 - WARRANTIES .....	45
SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE .....	46
<b>SIGNATURE PAGE.....</b>	<b>47</b>
<b>EXHIBIT A PUBLIC BUILDINGS ON THE CABLE SYSTEM .....</b>	<b>48</b>
<b>EXHIBIT B PROGRAMMING .....</b>	<b>49</b>

# **TOWNSEND RENEWAL LICENSE**

## **INTRODUCTION**

WHEREAS, Comcast of Massachusetts III, Inc., (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Townsend, Massachusetts (hereinafter the "Town"), said license having commenced on August 18, 2002;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated September 21, 2009 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 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 of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, finds that Licensee has complied with the terms of its previous license.

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

## **ARTICLE 1**

### **DEFINITIONS**

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

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

(a) Access Provider – shall mean the person, group or entity, or non-profit organization, designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal License and 47 U.S.C. 531.

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

(c) 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.

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

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

(f) Cable Television System or System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Townsend, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(g) Drop – shall mean the coaxial cable that connects a home or building to the Subscriber Network.

(h) Effective Date – shall mean November 1, 2015.

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

(j) Franchise Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Townsend and or any other governmental subdivision, such as an Access Provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(k) Gross Annual Revenues – means the Cable Service revenue derived by the Licensee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles (“GAAP”). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, installation fees, equipment rental fees, leased access, advertising revenues and home shopping revenues. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income,

programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority. For purposes of this section the term “Cable Services” shall include any other services now or in the future deemed to be lawful for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction.

(l) Issuing Authority – shall mean the Board of Selectmen of the Town of Townsend, Massachusetts, or the lawful designee thereof.

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

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

(o) Modulator – shall mean CATV modulator or equivalent device used for video signal transport.

(p) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

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

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

(s) 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.

(t) Public, Educational and Governmental (PEG) Access Channel – shall mean a video channel designated for non-commercial use by the public, educational institutions such as public

or private schools, but not “home schools,” community colleges, and universities, as well as for the Issuing Authority.

(u) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced or sponsored by any Townsend residents or organizations, or students, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(v) PEG Access Transition Date – shall mean December 15, 2015, at which time the Issuing Authority and/or its designated Access Provider shall assume full responsibility for managing all PEG Access Channels, Programming and related activities.

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

(x) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the Town of Townsend, which shall entitle Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the Town of Townsend for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Licensee to the use thereof for the purposes of installing, operating, and maintaining Licensee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.



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

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

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

(bb) Subscriber – shall mean a Person or user of the Cable System who lawfully receives Cable Service with Licensee's express permission.

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

(dd) Town – shall mean the Town of Townsend, Massachusetts.

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

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

## **ARTICLE 2**

### **GRANT OF RENEWAL LICENSE**

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

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

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

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

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

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on November 1, 2015, and shall expire at midnight on October 31, 2025.

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

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

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

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

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

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

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

Nothing in this 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/ordinances 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. Any conflict between the terms of this Renewal License and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

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

(a) Licensee acknowledges and agrees that the Issuing Authority reserves the right to grant one or more additional licenses to other Cable Service providers within the Town for the right to use and occupy the Public Ways or streets within the Issuing Authority's jurisdiction. If any such additional or competitive license is granted by the Issuing Authority which, in the

reasonable opinion of Licensee, contains more financially favorable or less burdensome terms or conditions than this Renewal License, including, but not limited to: Franchise Fees; payment schedules, insurance; system build-out requirements; performance bonds or similar instruments; Public, Education and Government Access Channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches; the Issuing Authority agrees that it shall amend this Renewal License to include any more favorable or less burdensome terms or conditions.

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

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

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

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

(f) Should Licensee demonstrate that any such additional 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 make equitable amendments to this Renewal License within a reasonable time.

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

**ARTICLE 3**  
**SYSTEM SPECIFICATIONS AND CONSTRUCTION**

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

(a) Licensee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least twenty (20) dwelling units per aerial or forty (40) dwelling units per underground mile providing however, that any plant extension is measured from the existing Trunk and Distribution System and Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Licensee shall make service available to multiple dwelling units (MDU) where economically feasible and providing that Licensee is able to obtain from the property owners any necessary easements, permits and agreements to provide service to said MDU. Subject to the density requirement, Licensee shall offer Cable Service to all new homes or previously unserved homes located within two hundred fifty feet (250') of Licensee's Distribution Cable. For non-Standard Installations Licensee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Licensee from a contiguous cable television system or currently unserved but could be served by abutting Town(s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting Town.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial two hundred fifty feet (250') of the Trunk and Distribution Cable shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws.

(c) Underground installation shall be considered standard and therefore subject to standard underground installation rates within two hundred fifty feet (250') from the existing Cable System plant, provided the sub-surface is dirt or similar soft surface. Underground

installations within two hundred fifty feet (250') involving a hard surface or requiring boring through rock or under sidewalks, streets, or flower bedding are considered non-standard installations and shall be provided at a rate based upon actual costs and a reasonable return on investment. Installations more than two hundred fifty feet (250') from the existing Cable System plant requiring trunk or distribution type construction or involving a hard (concrete, asphalt, etc.) surface shall be provided at a rate based upon actual costs and a reasonable return on investment.

### **SECTION 3.2 - SUBSCRIBER NETWORK**

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

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

(a) Licensee shall continue to provide a single Cable Drop, an Outlet and monthly Basic Cable Service, at no charge to the Town, to each Public Building, public school, police and fire station, public library and other Public Buildings within the Town, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation

(b) Upon written request by the Issuing Authority, Licensee shall provide one (1) Standard Installation Drop, Outlet and Basic Cable Service at no charge to any new Public Buildings and other Town owned Public Buildings, along the Trunk and Distribution Cable subject to the limitations set forth above. The Issuing Authority or its designee shall consult with a representative of Licensee to determine the mutually agreeable appropriate location for each of such Public Building's respective Outlet prior to requesting that Licensee install service at no charge.

Nothing in this Section shall require Licensee to move existing or install additional Drops or Outlets at no charge to those buildings included in **Exhibit A**, or to move existing or install additional Drops or Outlets to buildings already installed pursuant to subsection (b) above.

(c) It is understood that Licensee shall not be responsible for any internal wiring of such Public Buildings.

#### **SECTION 3.4 - PARENTAL CONTROL CAPABILITY**

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

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

#### **SECTION 3.5---EMERGENCY ALERT OVERRIDE CAPACITY**

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



**ARTICLE 4**  
**TECHNOLOGICAL AND SAFETY STANDARDS**

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

(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, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

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

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

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

(f) Upon written notice from the Issuing Authority, Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Issuing Authority when the deficiency has been corrected.

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

Whenever 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 - CABLE LOCATION**

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

(b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the Renewal License such public utility lines are required by local ordinance or State law to be relocated aerially or underground, Licensee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at

the time that such are placed underground. Any costs incurred by Licensee for relocating utility poles or trenching for the placement of underground conduits shall be entitled to reimbursement of such relocation costs in the event public or private funds are raised for the project and made available to other users of the Public Way, or, in the event said underground project is mandated by the Town, may be passed through to customers in accordance with applicable law.

(c) 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, Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Licensee. Developer shall be responsible for the digging and back-filling of all trenches.

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

#### **SECTION 4.4 - TREE TRIMMING [SEE M.G.L.c. 166A §5(a)]**

In installing, operating, and maintaining equipment, cable and wires, it shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along the routes authorized by the Issuing Authority.

#### **SECTION 4.5 – PLANT MAPS**

Licensee shall maintain a complete set of plant maps of the Town, which will show those areas in which its facilities exist. The plant maps will be retained at Licensee's primary place of

business and will be available to the Issuing Authority for inspection by the Issuing Authority upon written request.

**SECTION 4.6 - BUILDING MOVES** [SEE M.G.L.c. 166 §39]

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.

**SECTION 4.7 - DIG SAFE** [SEE M.G.L.c. 82 §40]

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

**SECTION 4.8 - DISCONNECTION AND RELOCATION** [SEE M.G.L.c. 166 §39]

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

(c) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or 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 Issuing Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

#### **SECTION 4.10 – PROHIBITION AGAINST RESELLING OF SERVICE**

No Person shall resell, without the express prior written consent of Licensee, any Cable Service, program or signal transmitted over the Cable System by Licensee.

## **ARTICLE 5**

### **PROGRAMMING**

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

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

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

(a) Pursuant to 47 U.S.C. 544, Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit B**. Pursuant 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) 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.

#### **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 remotes. 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**

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

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

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

## **ARTICLE 6**

### **PEG ACCESS CHANNEL AND SUPPORT**

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

(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. Licensee shall not exercise editorial control over any PEG use of channel capacity, except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Issuing Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall ensure that PEG Access Channel and PEG Access equipment will be available on a first-come non-discriminatory basis.

(b) Licensee shall designate capacity on two (2) channels for a Public, Educational, and Governmental (PEG) Access Channel(s) to be used for public access video Programming provided by the Issuing Authority and/or its designee, educational access video Programming provided by the Issuing Authority and/or its designated educational institution(s), and/or governmental access video Programming provided by the Issuing Authority and/or its designee. A PEG Access Channel may not be used to cablecast for-profit, political or commercial fundraising programs in any fashion. Unused capacity may be utilized by Licensee subject to the provisions set forth in subsection (c) below.



(c) Per written request of the Issuing Authority, within forty-eight (48) months from the Execution Date of this Renewal License, the Licensee shall provide one additional channel within twelve (12) months of the written request from the Issuing Authority.

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

#### **SECTION 6.2---PEG ACCESS/LOCAL ORIGINATION STUDIO**

Through and until the PEG Access Transition Date, the Licensee shall continue to operate, maintain and staff its PEG Access/Local Origination studio in Townsend, at the same operational, staffing and funding level as required and as provided pursuant to the August 18, 2002 Townsend Cable Television Renewal License. There shall be no charges to the Issuing Authority for the Licensee's operation of said PEG Access/LO studio during said period between Effective Date and PEG Access Transition Date. On the PEG Access Transition Date, the Licensee shall no longer be obligated to operate the studio pursuant to the August 18, 2002 Townsend Cable Television Renewal License.

Within thirty-six months (36) of the effective date, the Issuing Authority shall provide a minimum of one hundred eighty days (180) written notice to the Licensee as to the transition of the PEG access studio to the newly constructed high school. There shall be no cost to the Town for moving, transporting or switching association with the move to the newly constructed high school. The costs associated with the moving, transporting, or switching associated with the move may be considered franchise related costs.

### **SECTION 6.3 - PEG ACCESS PROVIDER**

Beginning on the PEG Access Transition Date, the Issuing Authority and/or its designated Access Provider shall provide services to PEG Access Users and the Town as follows:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.1 above;
- (2) Manage the funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease equipment with the funds allocated for such purposes in Section 6.4 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, fundraising, outreach, referral and other support services to PEG Access Users;
- (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 6.4 - PEG ACCESS CABLECASTING**

(a) In order that PEG Access Programming can be cablecast over Licensee's downstream PEG Access Channels, all PEG Access Programming shall be modulated, then transmitted from the origination sites listed in **Exhibit C** to Licensee-owned headend or hub-site on a Licensee-owned upstream channel made available, without charge, to the Town for its use. At Licensee-owned headend, said PEG Access Programming shall be retransmitted in the downstream direction on one Licensee-owned Subscriber Network downstream PEG Access Channel.

(b) Licensee shall provide and maintain all necessary switching and/or processing equipment located at its hub-site or headend in order to switch upstream signals carrying PEG

Access Programming from the aforementioned origination sites to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(c) Licensee shall own, maintain, repair and/or replace any Licensee-owned headend or hub-site audio and/or video signal processing equipment. During the period between the Effective date and the PEG Access Transition Date, the Licensee shall own, maintain, repair and/or replace studio and/or portable modulators and demodulators. Beginning on the PEG Access Transition Date, the Town and/or PEG access provider shall own, maintain, repair and/or replace studio and/or portable modulators and demodulators. The demarcation point between Licensee's equipment and the Town's or PEG Access provider's equipment shall be at the output of the Town's and/or the PEG Access provider's modulator(s) at the origination sites listed in **Exhibit C**.

#### **SECTION 6.5 – PEG ACCESS OPERATING AND CAPITAL SUPPORT**

(a) For the period of the Effective Date through PEG Access Transition Date, the Licensee shall provide a Franchise Fee to the Issuing Authority, or its designee, equal to one and one-half percent (1.5%) of its Gross Annual Revenues. Beginning on the PEG Access Transition Date and for the remainder of the license term, the Licensee shall provide a Franchise fee to the Issuing Authority, or its designee, equal to five percent (5.0%) of its Gross Annual revenues.

b) Said Franchise Fees shall be used for salaries, operating and other expenses related to PEG Access programming operations, equipment and/or facilities. Said annual payments shall be made on a quarterly basis. The first quarterly payment shall be made on or before February 15, 2016 for the period of the Effective Date through December 31, 2015. Quarterly thereafter, Licensee shall provide payments on or before February 15<sup>th</sup>, May 15<sup>th</sup>, August 15<sup>th</sup> and November 15<sup>th</sup> based upon revenues from the previous calendar quarter. The final payment will be due no later than February 15, 2026 for the period of October 1, 2025 through October 31, 2025. All such payments will be accompanied by a Revenue Reporting Form, attached as **Exhibit D**, showing, with reasonable itemization, Gross Annual Revenues. In the event of an inconsistency between said

form and the definition of Gross Annual Revenues in Article 1, the definition shall control the determination of revenues.

(c) Licensee shall, within forty five (45) days of the PEG Access Transition Date, provide an advance payment in the amount of Seventy-Five Thousand Dollars (\$75,000.00) to the Issuing Authority, or its designated Access Provider. Said advance payment shall be used for salaries, operating and other expenses related to PEG Access Programming, operations, equipment and/or facilities and shall be deducted in equal parts of Twenty-Five Thousand Dollars (\$25,000.00) from the three (3) PEG Access quarterly payments – May 15, 2016; August 15, 2016; and November 15, 2016.

(d) The Licensee shall provide funding to the Issuing Authority and/or her or his designee(s), as directed by the Issuing Authority in writing, in the total amount of Thirty Thousand Dollars (\$30,000.00) for PEG Access/Cable-Related equipment/facilities purposes. The payment shall be made within ninety (90) days of the PEG Transition Date.

#### **SECTION 6.6- PROGRAMMING EXCLUSIVITY AND NON-COMPETITION**

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

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

In the event a License is issued by the Issuing Authority to a competing Licensee, the competing Licensee may not connect its system to Licensee's current system for purposes of

obtaining PEG Access Programming from the Licensee's PEG Access Channel without the prior written consent of Licensee.

#### **SECTION 6.8 - PEG ACCESS PROGRAMMING INDEMNIFICATION**

The Issuing Authority and/or Access Provider shall require all PEG Access Users to agree in writing to indemnify the Licensee and the Issuing Authority for any liability, loss or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming aired on any PEG Channel and from claims arising out of the Franchising Authority's rules for or administration of PEG Access Programming.

#### **SECTION 6.9--- LICENSEE-OWNED PEG ACCESS EQUIPMENT**

Upon the PEG Access Transition Date, the Licensee shall deed, transfer and convey to the Issuing Authority and/or the Access Corporation, as directed by the Issuing Authority, by bill of sale for a total value of One Dollar (\$1.00), the Licensee-owned PEG Access studio and production equipment identified in Exhibit E. Said equipment conveyed to the Issuing Authority shall be deeded pursuant to Section 6.6(a) above in "as is" condition and without warranty. The Licensee shall reasonably maintain said equipment, in the same condition as on the Effective Date of this Renewal License, except for normal wear and tear, through the PEG Access Transition Date. After the PEG Access Transition Date, the Licensee shall not be responsible for the repair, replacement and/or maintenance of said equipment.

## **ARTICLE 7**

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

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

Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time. Likewise, Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

#### **SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES [SEE M.G.L.c. 166A §10]**

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

#### **SECTION 7.3 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES [SEE M.G.L.c. 166 §5(h)]**

Licensee shall not remove any television antenna of any Subscriber but shall, at Licensee's actual cost, plus reasonable rate of return offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception.

**SECTION 7.4 - SERVICE INTERRUPTIONS [SEE M.G.L.c. 166A §5(1)]**

In the event that Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, Licensee will grant such Subscriber a pro rata credit or rebate upon request, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to Licensee from the Subscriber.

**SECTION 7.5 - PROTECTION OF SUBSCRIBER PRIVACY**

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

**SECTION 7.6 – PROPRIETARY INFORMATION**

Notwithstanding anything to the contrary set forth in this License, Licensee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Issuing Authority agrees to treat any information disclosed by Licensee as confidential and only to disclose it to those employees, representatives, and agents of the Issuing Authority that have a need to know in order to enforce this License and who shall agree to maintain the confidentiality of all such information. Licensee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by Licensee to be competitively sensitive. In the event that the Issuing Authority receives a request under a state “sunshine,” public records or similar law for the disclosure of information Licensee has designated as confidential, trade secret or proprietary,

the Issuing Authority shall notify Licensee of such request and cooperate with Licensee in opposing such request.

#### **SECTION 7.7 - EMPLOYEE IDENTIFICATION CARDS**

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



**ARTICLE 8  
PRICES AND CHARGES**

**SECTION 8.1 - PRICES AND CHARGES**

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

(b) The Issuing Authority acknowledges that under the 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.

## **ARTICLE 9**

### **REGULATORY OVERSIGHT**

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

Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Issuing Authority shall give Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority within the timely receipt of a claim or action pursuant to this Section. If the Issuing Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority. Timely notice shall mean that such notice will not serve to prejudice the ability of Licensee to defend the Issuing Authority.

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

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

will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of Licensee. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

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

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

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

- (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of M.G.L.c. 166A, § 5(a), (m) and (n);
  - (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L.c. 166A, § 5(g);
  - (3) the indemnity of the Town in accordance with M.G.L.c. 166A, § 5(b);
- and

(4) the satisfactory removal or other disposition of the Cable System in accordance with M.G.L.c. 166A, § 5(f).

(b) Licensee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.3(a) herein without the Issuing Authority's prior written consent. The Issuing Authority shall not unreasonably withhold its consent.

(c) The Town may recover from the surety of such bond all damages suffered by the Town as a result of the violation of the terms referenced in this Section, but only after following the terms and process described in Section 9.8 (Notice and Opportunity to Cure) herein.

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

(a) During the term of the Renewal License the annual License Fee payable to the Issuing Authority shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to M.G.L.c. 166A, § 9, this fee is currently fifty cents (\$.50) per Subscriber, but not less than Two Hundred Fifty Dollars (\$250) annually.

(b) In accordance with Section 622(b) of the Cable Act, Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall not include (i) the PEG Access Capital Support (Section 6.4); (ii) interest due herein to the Issuing Authority because of late payments; and (iii) any other exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act.

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

## **SECTION 9.5 - REPORTS**

(a) Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for official use only. In addition, Licensee shall also file with the Cable Division, a financial balance sheet and statement of ownership which shall be supplied upon written request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

(b) In addition, Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

## **SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY**

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

## **SECTION 9.7 - REVOCATION OF LICENSE**

The License issued hereunder may, after due written notice and hearing per Section 9.8 (Notice and Opportunity to Cure), be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

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

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

(c) For repeated violations, as determined by the Cable Division, of commitments of the license as set forth in M.G.L.c. 166A, § 5(j);

(d) For repeated failure, as determined by the Cable Division, to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division;

(e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority in violation of Section 9.9 herein;

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

(g) For failure to complete construction in accordance with the provisions of the Renewal License.

#### **SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE**

In the event that the Issuing Authority has reason to believe that 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 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. Licensee shall have thirty (30) days from the receipt of such notice to:

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

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

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

shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it, including but not limited to:

(1) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;

(2) assess liquidated damages in accordance with the schedule set forth in Section 9.9 below;

(3) commence an action at law for monetary damages;

(4) foreclose on all or any appropriate part of the security provided pursuant to Section 9.3 herein;

(5) declare the Renewal License to be revoked subject to Section 9.7 above and applicable law;

(6) invoke any other lawful remedy available to the Town.

(e) In the event that (i) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 9.8(b) above; and/or (ii) the Issuing Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iii) the Issuing authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

## **SECTION 9.9 – LIQUIDATED DAMAGES**

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority; provided, however, that liquidated damages cannot be imposed unless and until the Issuing Authority has followed the notice and cure provisions in Section 9.8. Any such liquidated damages shall only be assessed, after a full finding of default according to the provisions of Section 9.8, effective beginning as of the date of a public hearing on the notice of default scheduled by the Issuing Authority in accordance with Section 9.8 above. The liquidated damages shall be assessed in the following manner:

(1) For failure to operate and maintain the Cable System, in accordance with Article 3, Three Hundred Dollars (\$300.00) per day, for each day that such non-compliance continues;

(2) For failure to comply with the FCC Customer Service Obligations, and the customer service regulations promulgated by the Cable Division at 207 CMR §10.00 et seq. and as set forth in Article 7, Fifty Dollars (\$50.00) per day that any such non-compliance continues;

(3) For failure to comply with PEG Access support requirements of Article 6, One Hundred Dollars (\$100.00) per day that each such non-compliance continues;

(b) Such liquidated damages shall be in addition to, and not a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach pursuant to Section 9.9 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach.

(c) Licensee shall have thirty (30) days from receipt of written notice from the Issuing Authority to pay the liquidated damages; provided, however, that Licensee may appeal (by pursuing administrative, judicial or other relief afforded by the Issuing Authority) any assessment of liquidated damages within thirty (30) days of receiving written notice of the assessment.



(d) Each of the above-mentioned cases of non-compliance in this Section 9.9 shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty for forfeiture, and are within one or more exclusions to the term “franchise fee” provided by Section 622(g)(2)(A)-(E) of the Cable Act.

#### **SECTION 9.10 - TRANSFER OR ASSIGNMENT**

This Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Cable Division. Pursuant to 207 CMR 4.01(2), a transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under M.G.L.c.166A Section 7. Under 207 CMR 4.00, an “affiliated company” is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The application for consent to an assignment or transfer shall be signed by Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Issuing Authority shall, in accordance with State and FCC rules and regulations, notify Licensee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Issuing Authority has not taken action on Licensee’s request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

#### **SECTION 9.11 - REMOVAL OF SYSTEM**

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

#### **SECTION 9.12 - INCORPORATION BY REFERENCE**

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

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

#### **SECTION 9.13 - NO THIRD PARTY BENEFICIARIES**

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

**ARTICLE 10**  
**MISCELLANEOUS**

**SECTION 10.1 - 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 10.2 - FORCE MAJEURE**

If for any reason of force majeure Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this 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, environmental restrictions, 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 not reasonably within Licensee's control.

### **SECTION 10.3 - NOTICES**

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

Town of Townsend  
Attn: Board of Selectmen  
Townsend Town Hall  
272 Main Street  
Townsend, MA 01469

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

Comcast Cable Communications, Inc.  
Attn: Government & Community Relations  
55 Concord Street  
North Reading, MA 01864

with copies to:

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

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

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

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

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

#### **SECTION 10.5 - 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 10.6 - WARRANTIES**

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

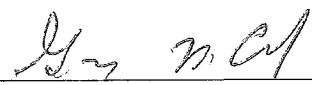
- (a) Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (b) Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board 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.

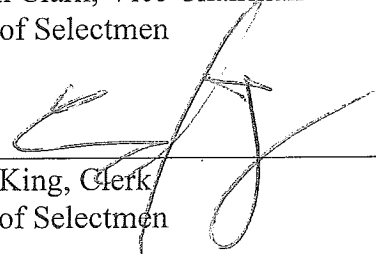
WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 28<sup>th</sup> DAY OF  
December 2015

**TOWN OF TOWNSEND**

By:

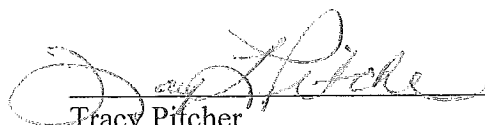
  
\_\_\_\_\_  
Carolyn Smart, Chairman  
Board of Selectmen

  
\_\_\_\_\_  
Gordon Clark, Vice Chairman  
Board of Selectmen

  
\_\_\_\_\_  
Cindy King, Clerk  
Board of Selectmen

**COMCAST OF MASSACHUSETTS III, INC.**

By:

  
\_\_\_\_\_  
Tracy Pitcher  
Senior Vice President  
Greater Boston Region

## **EXHIBIT A**

### **PUBLIC BUILDINGS ON THE CABLE SYSTEM**

#### **Municipal Buildings**

1. Town Hall, 272 Main Street
2. Police Station, 70 Brookline Street
3. Fire Station, 13 Elm Street
4. Library, 12 Dudley Road
5. Highway Department, 177 Main Street
6. Water Department, 540 Main Street
7. Council on Aging, 16 Dudley Road
8. Ambulance, 13 Elm Street
9. Harbor Station, 65 Main Street
10. West Townsend Station, 460 Main Street
11. Cemetery/Parks Department, 29 Highland Street
12. West Townsend Meeting Room, 264 Dudley Road

#### **School Buildings**

1. Spaulding Elementary School, One Whitcomb Street
2. Squannacook Elementary School, 66 Brookline Road
3. Hawthorne Brook Middle School, 64 Brookline Road
4. North Middlesex Regional High School, 19 Main Street

## **EXHIBIT B**

### **PROGRAMMING**

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.



## **EXHIBIT C**

### **ORIGINATION SITES**

Town Hall, 272 Main Street  
Spaulding Elementary School, One Whitcomb Street  
Squannacook Elementary School, 66 Brookline Road  
Hawthorne Brook Middle School, 64 Brookline Road  
North Middlesex Regional High School, 19 Main Street

Within twenty-four (24) months of the Effective Date of this License and upon written request of the Issuing Authority, the Licensee shall construct, install and commence maintaining PEG Access Video Origination Locations from :

1. Townsend Library, 12 Dudley Road
2. Townsend Meeting Room, 14 Dudley Road
3. Council on Aging, 16 Dudley Road

Licensee shall construct these PEG Access Video Origination Locations as requested by the Issuing Authority, subject to Force Majeure (including the availability of equipment and parts needed for such extension(s)) and payment by the Town of the Licensee's actual costs for time and materials. The Issuing Authority shall provide Licensee with a minimum of twelve (12) months advanced written notice. The Licensee agrees to work with the Issuing Authority on the design and logistics of said construction and a mutually agreeable construction schedule.

**EXHIBIT D**  
**REVENUE REPORTING FORM**

**(To be Inserted)**



System Name:

Email:

Phone:

Vendor ID:

Contract Name:

Statement Period:

Payment Amount:

Statement Number:

CUID:

System ID:

This statement represents your payment for the period listed above.

Revenue Category	Amount
Expanded Basic Video Service	
Limited Basic Video Service	
Digital Video Service	
Pay	
PPV / VOD	
Video Equipment	
Digital Video Equipment	
Video Installation / Activation	
PEG Fees	
Other	
<b>Total</b>	

Franchise Fee %

Franchise Fee

To the best of my knowledge and belief, the above is a true and correct statement for the accounting of the gross revenues received by this corporation for the period.

\_\_\_\_\_  
Name

Analyst

**EXHIBIT E**

**Studio Equipment List**

Qty.	*Manufacturer	*Model	Serial Number	Description
1	Sony	DA500		ADAVDA
1	Hafier	P1500		AMP
1	Kramer	VM30AVB	103981	Audio / Video DA
1	Yamaha	MM1402	LL01465	Audio Board
1	Mackie	1402VLZPRO	(21)BT92547	Audio Board
1	Panasonic	CT1389VVD		Audio Limiter
1	Symetrix	421M		Audio Processor
1	Panasonic	AG456	I7HBO0790	Camcorder
1	Panasonic	AG450	I1HB00142	Camcorder
1	JVC	BY10U	12550887	Camera
1	JVC	RMP210		Camera Control Unit
1	JVC	RMP210		Camera Control Unit
1	JVC	BY10U		Cameras
1	NEC	A500	12550885	CG Monitor
1	Videonics	TitleMaker	JC1576VMA	Character Generator
1	Compix	LCG7000R	245660	Character Generator
1	Compaq	DeskPro	CF00698U174U	Computer
1	Audio Technica	LOZ		Condenser LOZ (Shotgun) Mic
1	Audio Technica	LOZ		Condenser LOZ (Shotgun) Mic
1	JVC	RMG810U		Controller
1	Panasonic	MX70	F3TVA0084	Digital AV Mixer
1	Panasonic	MX20		Digital Switcher
1	Bogen	3067		Dolly
1	Bogen	3067		Dollys
1	JVC	GYDV/550U	13831329	DV Camcorder/Studio Cam
1	JVC	GYDV/550U	12831318	DV Camcorder/Studio Cam
1	Canon	GL2	132510600095	DV Camera
1	Canon	GL2	132640701042	DV Camera
1	Canon	GL2	13260700828	DV Camera
1	Panasonic	AGA350P	K5TNAO897	DV Controller
1	JVC	BRDV3000	6830880	DV Edit Player
1	JVC	BRDV6000		DV Recorder
1	JVC	BRDV3000	17730582	DV Recorder
1	Panasonic	DVDS29	VB5CB001823	DVD Player
1	Panasonic	DMRT3040	KW36A001065	DVD Video Recorder

1	Panasonic	AGVP320	HSIA40401	DVD / VHS
1	Panasonic	DVDS35	VA3EE001230	DVD/CD Player
1	Sony	ECM44B	811558	Electret Condenser (Lav) Mics
1	Sony	ECM44B	239283	Electret Condenser (Lav) Mics
1	Sony	ECM44B	811606	Electret Condenser (Lav) Mics
1	Sony	ECM44B	239493	Electret Condenser (Lav) Mics
1	Sony	ECM44B	811607	Electret Condenser (Lav) Mics
1	Leightronix	MiniTPro		Event Controller
2	Sony	MDR7502		Headphones
1	Harmonic	HLR3100		HedEnd Receiver
1	Portacom	PC100		Intercom Base station
1	Portacom	BP200	G307098	Intercom box
1	Portacom	BP200	G307084	Intercom box
1	Portacom	BP200	G307066	Intercom box
1	Portacom	BP200		Intercom box
1	Philmore	CM55		Lavler
1	Shure	M367	L0032854701	Mic Mixer
1	JVC	SRVS30	11820139	Mini DV/SVHS Recorder
1	Sony	PVM1380	5004323	Monitor
1	Sony	PVM1380	2016559	Monitor
1	Sony	PVM1380	5004586	Monitor
1	Sony	PVM1380	2016572	Monitor
1	Panasonic	CT2088YB	MB31630043	Monitor
1	Panasonic	CT1388YD	LB32470090	Monitor
1	JVC	TMH1375SU	10802496	Monitor
1	JVC	TMH1375SU	10802489	Monitor
1	JVC	TMA101G	10804868	Monitor
1	JVC	TMA101G	9804590	Monitor
1	Marshall	VR44P	6990607187	Monitor
1	Hewlett Packard	p930	KR248WB022	Monitor
1	Panasonic	TR990C	FS9219515	Monitor
1	Panasonic	CT2084Y		Monitor
1	Panasonic	CT1388YD		Monitor
1	Panasonic	AG520P		Monitor
1	JVC	TM131SU		Monitor
1	Panasonic	VV/BM990	CEU00995	Monitor

1	Panasonic	WVBM990	CEU00996	Monitor
1	AOC	S785NHEOSPA	7NGG99G081484	Monitor
1	Applied Magic	Sequel	LR116157	NonLinear Edit Box
1	Shure	VP64A		OmniDirectional (Stand)
1	Shure	VP64A		OmniDirectional (Stand)
1	Shure	VP64A		OmniDirectional (Stand)
1	Shure	VP64A		OmniDirectional (Stand)
1	Lowell	LightKit		Portable Lighting Kit
1	Middle Atlantic	PD915R		Power Supply
1	Middle Atlantic	PD915R		Power Supply
1	Middle Atlantic	PD915R		Power Supply
1	Sigma	PDA100A	2860005	Pulse DA
1	Anchor	AN100		Speaker
1	Strand Century	Scoop		Studio Light
1	Strand Century	Scoop		Studio Light
1	Strand Century	Scoop		Studio Light
1	Strand Century	Scoop		Studio Light
1	Panasonic	AG456	F5HB00221	SVHS Camcorder
1	Panasonic	AG450	H1HB00195	SVHS Camcorder
1	JVC	RMG810U	14552041	SVHS Controller
1	Panasonic	AG7750P	J2TC000174	SVHS Player
1	Panasonic	AGDS555P	F1TC00037	SVHS Player/Recorder
1	Panasonic	AG7750	D2TC00023	SVHS Player/Recorder
1	Hotronics	AP41	48211	Time Base Corrector
1	Manfrotto	501		Tripod
1	Manfrotto	501		Tripod
1	Manfrotto	501		Tripod
1	Bogen	3011		Tripod
1	Bogen	3068		Tripod & Head
1	Bogen	3068		Tripod & Head
1	Bogen	3066		Tripods
1	Panasonic	CT1386VYD	MB0700300	TV/Monitor
1	Panasonic	AG1300P	A9KN0345	VCR
1	Panasonic	AG1350	K4TB00694	VCR
1	JVC	BP5300U		VHS Player
1	JVC	BR8600U		VHS Recorder

1	Panasonic	AGVP320	G5IA40493	VHS/DVD
1	PI Manufacturing Corp	PS-15-AB B	091324328949	Video Switcher
1	JVC	VFP400U	13858564	Viewfinder
1	JVC	VFP400U	13855666	Viewfinder
1	Sony	VO9600		VTR
1	Sony	VO5800		VTR
1	Panasonic	AG1320	A8KN01470	VTR
1	Magni	MM400	13259A	Waveform/Vectorscope
1	Samson	T32	65012301	Wireles Mic
1	Samson	M32M	73005332	Wireles Mic
1	Samson	M32M	73000505	Wireles Mic