

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
COMCAST OF MASSACHUSETTS/VIRGINIA, INC.
OFFERING SERVICES AS COMCAST**

**THE BOARD OF SELECTMEN
TOWN OF WARE,
MASSACHUSETTS**

February 1, 2014

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A G R E E M E N T

This Cable Television Renewal License entered into this February 1, 2014, by and between the Board of Selectmen of the Town of Ware, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Massachusetts/Virginia, Inc. (“Comcast” or “Licensee”).

W I T N E S S E T H

WHEREAS, the Issuing Authority of the Town of Ware, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive cable television licenses to construct, operate and maintain a Cable Television System within the Town of Ware; and

WHEREAS, the Issuing Authority conducted a public ascertainment hearing, pursuant to Section 626 of the Cable Act, on October 9, 2012, in order to (1) ascertain the future cable related community needs and interests of Ware, and (2) review the performance of Comcast during its then-current license term; and

WHEREAS, the Issuing Authority and Comcast did engage in good faith negotiations and did agree on terms and provisions for Comcast’s continued operations and maintenance of its Cable Television System in the Town of Ware.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1
DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. The word “shall” is always mandatory and not merely directory.

(1) Access: The right or ability of any Ware resident and/or any Persons affiliated with a Ware institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) Access Channel: A video channel for the purpose of transmitting non-commercial PEG Access programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations consistent with the Cable Act and the terms hereof.

(3) Access Provider: The entity, which may, but need not be an Access Corporation, as may be designated by the Issuing Authority of the Town of Ware from time to time, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System, or any other or successor entity.

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

(5) Basic Service: The most basic service tier which includes the retransmission of local television broadcast Signals and Public, Educational and Governmental Access Channels as defined by the Cable Act.

(6) CMR: The Code of Massachusetts Regulations.

(7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996)(the Telecommunications Act of 1996).

(8) Cable Service or Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is

required for the selection of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.

(9) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable or successor agency.

(10) Cable System: A facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town.

(11) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

(12) Complaint: Any written or verbal contact with the Licensee in connection with a Service in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(13) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(14) Department of Public Works ("DPW"): The Department of Public Works of the Town of Ware, Massachusetts.

(15) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(16) Drop or Cable Drop: The coaxial cable that connects an Outlet to the Cable System.

(17) Effective Date of Renewal License (the "Effective Date"): February 1, 2014.

(18) FCC: The Federal Communications Commission, or any successor governmental agency thereto.

(19) Gross Annual Revenues: Revenues derived by the Licensee and/or its Affiliates calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable System for the provision of Cable Service(s) over the Cable System including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees; all other Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; home-shopping revenues on a pro rata basis; Converter, remote control and other cable-related equipment rentals and/or leases or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion

of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenues of any other Person which is derived directly or indirectly 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 License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(20) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(21) Hub or Hub Site: A sub-Headend, generally located within a Cable System community, used either for the purpose of (i) Signal processing or switching, or (ii) placement of a fiber Node or transportation super trunk.

(22) Issuing Authority: The Board of Selectmen of the Town of Ware, Massachusetts.

(23) Leased Channel or Leased Access: A video channel, which the Licensee shall make available pursuant to Section 612 of the Cable Act.

(24) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Ware and any other governmental subdivision or Access Provider, which shall have the meaning as set forth in applicable State and Federal laws.

(25) Licensee: Comcast of Massachusetts/Virginia, Inc., offering services as Comcast, or any successor or transferee in accordance with the terms and conditions in the Renewal License.

(26) Multichannel Video Programming Provider: A Person who or which makes available to residents in Ware multiple channels of Video Programming.

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

(28) Outlet: An interior or exterior receptacle, generally mounted in a wall, that connects a Subscriber's or User's television set to the Cable System. An Outlet can contain connections to either the Subscriber Network and/or the I-Net for Users.

- (29) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.
- (30) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (31) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.
- (32) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (33) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.
- (34) Person: Any Provider, Access Provider, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (35) Node: A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System.
- (36) Prime Rate: The prime rate of interest at the Federal Reserve Bank.
- (37) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, bulkheads, piers, dedicated public utility easements, and public grounds and all other publicly owned real property within or belonging to the Town and subject to such publicly owned real property having compatible utility and/or telecommunication easements, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.
- (38) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.
- (39) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.
- (40) Service: Any Basic Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.
- (41) Signal: Any transmission of electromagnetic or optical energy, which carries Cable

Service from one location to another.

(42) State: The Commonwealth of Massachusetts.

(43) Subscriber: Any Person, firm, Provider or other entity, located in Ware, who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(44) Subscriber Network: The Cable System owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(45) Town: The Town of Ware, Massachusetts.

(46) Town Counsel: The Town Counsel of the Town of Ware, Massachusetts.

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

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

(49) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

(50) VCR: The acronym for video cassette recorder.

(51) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

**ARTICLE 2
GRANT OF RENEWAL LICENSE**

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Ware, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to construct, install, operate and maintain a Cable Television System within the corporate limits of the Town of Ware.

(b) This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended; the regulations of the FCC; the Cable Act; and all legally enforceable Town, State and federal statutes and by-laws of general application.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Ware within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Ware. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or unreasonably interfere with the lives of Persons, with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

(d) Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with all applicable Federal, State, and legally enforceable local laws & regulations.

SECTION 2.2 - TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on February 1, 2014 and shall expire at midnight on January 31, 2024, unless sooner terminated as provided herein.

SECTION 2.3 - NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Ware; 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 not be on terms more favorable or less burdensome than those contained in this Renewal License. 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 reasonably 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 consider and negotiate, in good faith, equitable amendments to this Renewal License.

(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 that a Multichannel Video Programming Provider, which is not in any way an Affiliate of the Licensee and hereafter provides Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested, subject to Section 13.1 *infra*.

(ii) Should the Licensee demonstrate and the Issuing Authority reasonably find that the Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

SECTION 2.4 - POLICE AND REGULATORY POWERS

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable and legally enforceable State and Town laws, by-laws, rules, and regulations provided such are of general applicability and not specific to the Licensee, the Cable System, or this License. Any conflict between the franchise and any current or future laws, by-laws, rules, and regulations shall be resolved in a court of competent jurisdiction or in another legally appropriate forum.

SECTION 2.5 - REMOVAL OR ABANDONMENT

Upon termination of this Renewal License, by passage of time or otherwise, 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. 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.

SECTION 2.6 - TRANSFER OF THE RENEWAL LICENSE

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior 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 therefor on forms as may be prescribed by the Cable Division and/or the FCC, however, in accordance with applicable law, the Issuing Authority may in its discretion not hold such hearing, in which case consent shall be deemed to have been given. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

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

(c) For purposes of this Section 2.6, the word "control" shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of this Renewal License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, under 207 CMR 4.00, an "affiliated company" is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.

(d) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal

License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

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

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

(g) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

SECTION 2.7 - EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of the Renewal License.

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

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

**ARTICLE 3
CABLE SYSTEM DESIGN**

SECTION 3.1 - SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate, maintain and make available to Subscribers in the Town its existing two-way minimum 750 MHz Subscriber Network.

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

SECTION 3.2 - PARENTAL CONTROL CAPABILITY

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, at a cost, if any, pursuant to applicable law(s).

SECTION 3.3 - EMERGENCY ALERT SYSTEM

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

SECTION 3.4 - SYSTEM TECHNICAL SPECIFICATIONS

At all times throughout the Renewal License, the Licensee shall conform with all applicable FCC technical standards.

**ARTICLE 4
CABLE SYSTEM LOCATION, LINE EXTENSION
AND OPERATIONAL STANDARDS**

SECTION 4.1 - GENERAL POLICY

- (a) The Licensee shall make cable television service(s) available to all residents of the Town, subject to the provisions of this Article 4.
- (b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than two hundred feet (200') from the existing aerial Trunk and Distribution System and additions thereto.
- (c) Installation charges shall be consistent with federal and State regulations.

SECTION 4.2 - LINE EXTENSION POLICY

(a) Subject to Section 4.1 above, the Cable Television System shall be extended, at the Licensee's sole cost and expense to any and all areas of the Town containing twenty (20) homes per aerial or thirty (30) per underground mile of cable plant or fractional proportion thereof as measured from the existing aerial Trunk and Distribution System and additions thereto. The Licensee shall apply for permits, if necessary, promptly. Said Service shall be made available and fully activated to requesting Subscribers no later than sixty (60) days after all necessary permits obtained and utility pole make-ready is completed.

(b) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of Section 4.2 above upon the request of the prospective Subscribers in such areas and based upon the following cost calculation: The cost of wiring such areas shall be calculated by taking the capital cost of extending such Service divided by the number of Subscribers in such area minus the costs of extending Service to the Subscriber in an area that meets the twenty (20) homes per aerial mile or thirty (30) per underground mile of cable plant and/or fractional proportion thereof density requirement as specified in subsection (a) above. The resulting cost shall equal the per Subscriber contribution relating to line extension of Cable Service in that particular area of the Town, or

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

- * C equals the cost of construction of new plant from the termination of existing cable plant;
- * CA equals the average cost of construction per mile in the primary service area;
- * P equals the twenty (20) homes per linear mile of aerial plant and thirty (30) homes per linear mile in the case of underground plant;
- * SC equals the per Subscriber contribution in aid of construction in the line extension area; and
- * LE equals the number of dwelling units requesting service in the line extension area.

SECTION 4.3 - LINE EXTENSION PROCEDURES

Any potential Subscriber located in an area of the Town without Cable Service may request such Service from the Licensee. In areas meeting the requirements of Section 4.2 above, the Licensee shall extend Service to the area promptly, but in no case later than sixty (60) days after all necessary permits obtained and make-ready requirements are completed. The Licensee shall expeditiously seek all necessary permits. In those areas with less than twenty (20) Subscribers per aerial mile or thirty (30) per underground mile of cable plant as described in subsection (a) above, the Licensee, shall, within thirty (30) days following a request for Service, conduct a survey to determine the number of homes in the immediate area and shall inform each potential Subscriber of the possible contribution in aid of construction (see Section 4.2 (b) above) that will be charged. The Licensee shall apply for pole attachment agreements within thirty (30) days of receiving the contribution in aid of construction from all prospective Subscribers. Cable Television Service(s) shall be made available and fully activated to all requesting Subscribers who made a contribution in aid of construction within ninety (90) days of receipt of pole attachment agreements, subject to Force Majeure and the completion of utility pole make-ready.

SECTION 4.4 - LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall install, operate and maintain the Cable Television System within the Town of Ware. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. 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.