

CABLE TELEVISION

RENEWAL LICENSE

**Granted To
Comcast of Massachusetts I, Inc.**

**By
THE BOARD OF SELECTMEN**

**TOWN OF WENHAM,
MASSACHUSETTS**

Term: March 2, 2015 – March 1, 2025

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS.....7
 Section 1.1---DEFINITIONS 7
ARTICLE 2 GRANT OF RENEWAL LICENSE12
 Section 2.1---GRANT OF RENEWAL LICENSE 12
 Section 2.2---TERM OF RENEWAL LICENSE 12
 Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE 12
 Section 2.4---POLICE AND REGULATORY POWERS 13
 Section 2.5---REMOVAL 13
 Section 2.6---TRANSFER OF THE RENEWAL LICENSE 13
 Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION 14
ARTICLE 3 CABLE SYSTEM DESIGN15
 Section 3.1---SUBSCRIBER NETWORK 15
 Section 3.2---EMERGENCY ALERT OVERRIDE CAPACITY 15
 Section 3.3---PARENTAL CONTROL CAPABILITY 15
ARTICLE 4 CABLE SYSTEM LOCATION, MAINTENANCE AND OPERATIONAL STANDARDS.....16
 Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS 16
 Section 4.2---LOCATION OF THE CABLE TELEVISION SYSTEM 16
 Section 4.3---ABOVE GROUND & UNDERGROUND FACILITIES 16
 Section 4.4---TREE TRIMMING 17
 Section 4.5---RESTORATION TO PRIOR CONDITION 17
 Section 4.6---TEMPORARY RELOCATION 17
 Section 4.7---DISCONNECTION AND RELOCATION 17
 Section 4.8---SAFETY STANDARDS 18
 Section 4.9---PEDESTALS 18
 Section 4.10---PRIVATE PROPERTY 18
 Section 4.11---RIGHT TO INSPECTION OF SYSTEM 18
 Section 4.12---CABLE SYSTEM STRAND MAPS 19
 Section 4.13---SERVICE INTERRUPTION 19
 Section 4.14---COMMERCIAL ESTABLISHMENTS 19
 Section 4.15---DIG SAFE 19
ARTICLE 5 SERVICES AND PROGRAMMING20
 Section 5.1---BASIC SERVICE 20
 Section 5.2---PROGRAMMING 20
 Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE 20
 Section 5.4---VCR/CABLE COMPATIBILITY 20
 Section 5.5---CONTINUITY OF SERVICE 20
 Section 5.6---DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS & PUBLIC
 SCHOOLS 21
ARTICLE 6 PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS FACILITIES & SUPPORT22

Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS	22
Section 6.2---PEG ACCESS CORPORATION	22
Section 6.3---PEG ACCESS CHANNELS	22
Section 6.4---PEG ACCESS FUNDING	23
Section 6.5---PEG ACCESS-RELATED FACILITIES/EQUIPMENT FUNDING	23
Section 6.6---EQUIPMENT OWNERSHIP	24
Section 6.7---ACCESS CORPORATION ANNUAL REPORT	24
Section 6.8---PEG ACCESS CHANNELS MAINTENANCE	24
Section 6.9---PEG ACCESS CABLECASTING	24
Section 6.10---CENSORSHIP	25
ARTICLE 7	26
ANNUAL FUNDING TO THE TOWN	26
Section 7.1---LICENSE FEE PAYMENTS	26
Section 7.2---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS	26
Section 7.3---LATE PAYMENT	26
Section 7.4---RECOMPUTATION	27
Section 7.5---AFFILIATES USE OF SYSTEM	27
Section 7.6---METHOD OF PAYMENT	27
ARTICLE 8 RATES AND CHARGES	28
Section 8.1---RATE REGULATION	28
Section 8.2---NOTIFICATION OF RATES AND CHARGES	28
Section 8.3---PUBLICATION AND NON-DISCRIMINATION	28
Section 8.4---CREDIT FOR SERVICE INTERRUPTION	28
ARTICLE 9 INSURANCE AND BONDS	29
Section 9.1---INSURANCE	29
Section 9.2---PERFORMANCE BOND	29
Section 9.3---REPORTING	30
Section 9.4---INDEMNIFICATION	30
Section 9.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE	30
ARTICLE 10 ADMINISTRATION AND REGULATION	31
Section 10.1---REGULATORY AUTHORITY	31
Section 10.2---PERFORMANCE EVALUATION HEARINGS	31
Section 10.3---NONDISCRIMINATION	31
Section 10.4---EMERGENCY REMOVAL OF PLANT	31
Section 10.5---REMOVAL AND RELOCATION	32
Section 10.6---JURISDICTION & VENUE	32
ARTICLE 11 DETERMINATION OF BREACH & LICENSE REVOCATION	33
Section 11.1---DETERMINATION OF BREACH	33
Section 11.2---REVOCATION OF THE RENEWAL LICENSE	33
Section 11.3---TERMINATION	34
Section 11.4---NOTICE TO TOWN OF LEGAL ACTION	34
Section 11.5---NON-EXCLUSIVITY OF REMEDY	34
Section 11.6---NO WAIVER-CUMULATIVE REMEDIES	34

ARTICLE 12 SUBSCRIBER RIGHTS AND CONSUMER PROTECTION	35
Section 12.1---TELEPHONE ACCESS	35
Section 12.2---CUSTOMER SERVICE CALL CENTER	35
Section 12.3---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME	35
Section 12.4---FCC CUSTOMER SERVICE OBLIGATIONS	36
Section 12.5---BUSINESS PRACTICE STANDARDS	36
Section 12.6---COMPLAINT RESOLUTION PROCEDURES	37
Section 12.7---REMOTE CONTROL DEVICES	37
Section 12.8---EMPLOYEE IDENTIFICATION CARDS	37
Section 12.9---PROTECTION OF SUBSCRIBER PRIVACY	37
Section 12.10---PRIVACY WRITTEN NOTICE	38
Section 12.11---DISTRIBUTION OF SUBSCRIBER INFORMATION	38
Section 12.12---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS	38
Section 12.13---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION	38
ARTICLE 13 REPORTS, AUDITS AND PERFORMANCE TESTS	39
Section 13.1---GENERAL	39
Section 13.2---FINANCIAL REPORTS	39
Section 13.3---CABLE SYSTEM INFORMATION	39
Section 13.5---SUBSCRIBER COMPLAINT REPORT	40
Section 13.6---ANNUAL PERFORMANCE TESTS	40
Section 13.7---QUALITY OF SERVICE	40
Section 13.8---DUAL FILINGS	40
Section 13.9---INVESTIGATION	40
ARTICLE 14 EMPLOYMENT	41
Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY	41
Section 14.2---NON-DISCRIMINATION	41
ARTICLE 15 MISCELLANEOUS PROVISIONS	42
Section 15.1---ENTIRE AGREEMENT	42
Section 15.2---CAPTIONS	42
Section 15.3---SEPARABILITY	42
Section 15.4---ACTS OR OMISSIONS OF AFFILIATES	42
Section 15.5---RENEWAL LICENSE EXHIBITS	42
Section 15.6---WARRANTIES	42
Section 15.7---FORCE MAJEURE	43
Section 15.8---REMOVAL OF ANTENNAS	43
Section 15.9---SUBSCRIBER TELEVISION SETS	43
Section 15.10---APPLICABILITY OF RENEWAL LICENSE	43
Section 15.11---NOTICES	43
Section 15.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY	44
Section 15.13---TOWN'S RIGHT OF INTERVENTION	44
Section 15.14---TERM	45
Section 15.15--- NO THIRD PARTY BENEFICIARY	45

SIGNATURE PAGE.....	46
EXHIBIT 1.....	48
FCC TECHNICAL SPECIFICATIONS.....	48
EXHIBIT 2.....	51
PROGRAMMING AND SIGNAL CARRIAGE.....	51
EXHIBIT 3.....	52
DROPS AND MONTHLY SERVICE.....	52
TO PUBLIC BUILDINGS AND PUBLIC SCHOOLS.....	52
EXHIBIT 4.....	53
207 CMR 10.00.....	53
EXHIBIT 5.....	56
FCC CUSTOMER SERVICE OBLIGATIONS.....	56
EXHIBIT 6.....	58
CABLE DIVISION FORM 500.....	58

AGREEMENT

This cable television renewal license entered into, by and between the Board of Selectmen of the Town of Wenham, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Massachusetts I, Inc. ("Comcast" or the "Licensee").

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Wenham, 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 Wenham; and

WHEREAS, the Issuing Authority conducted a public ascertainment hearing, pursuant to Section 626 of the Cable Communications Policy Act of 1984 as amended ("Cable Act"), on January 14, 2014 in order to (1) ascertain the future cable related community needs and interests of Wenham, and (2) review the performance of Comcast and its predecessors during its then-current license term; and

WHEREAS, Comcast submitted a renewal proposal and Massachusetts Cable Division Form 100 to the Town of Wenham, dated October 30, 2014, for a cable television renewal license to operate and maintain a cable television system in the Town of Wenham; and

WHEREAS, the Issuing Authority and Comcast engaged in good faith negotiations pursuant to Section 626(h) of the Cable Act and did agree thereto on terms and conditions for Comcast's continued operations and maintenance of its cable television system in the Town of Wenham.

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. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

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

(2) Access Channel: A video channel which the Licensee owns and shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and/or similar organizations, subject to the conditions and procedures as lawfully established by the Issuing Authority or its Access Provider for such use.

(3) Access Corporation or Access Provider: The entity, designated by the Issuing Authority from time to time, for the purpose of operating the public, educational and or governmental access facilities, equipment and channels on the Cable Television System.

(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: Any Service tier which includes the retransmission of local television broadcast Signals.

(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 Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable or its successor agency if any.

(9) 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 or use of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.

(10) Cable Television System or 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, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(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 Cable Service subscription 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 Wenham, Massachusetts.

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

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

(17) Educational Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Issuing Authority's designee, for the use of educational institutions and/or the Access Corporation to present non-commercial educational programming and information to the public subject to applicable law and the terms hereof.

(18) Effective Date of Renewal License (the "Effective Date"): March 2, 2015.

(19) FCC: The Federal Communications Commission, or any successor agency.

(20) Government Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial programming and/or information to the public.

(21) Gross Annual Revenues: Revenues received by the Licensee and/or its Affiliates calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service

revenues; interest collected on Subscriber fees and/or charges; all Commercial Subscriber revenues on a pro-rata basis; fees paid for channels designated for commercial use; and Converter, remote control and other Cable Service-related equipment rentals and/or leases and/or sales; leased access revenues, home shopping revenues on a pro-rata basis, 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 revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off consistent with 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. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such 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.

(22) 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.

(23) Issuing Authority: The Board of Selectmen of the Town of Wenham, Massachusetts.

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

(25) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Wenham and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Ch. 166A.

(26) Licensee: Comcast of Massachusetts I, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(27) Normal Business Hours: Those hours during which most similar businesses in Wenham are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

(28) Outlet: An interior or exterior receptacle, generally mounted in a wall that connects a Subscriber's television set or Subscriber-owned equipment to the Cable System.

(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 Channel(s): Any Licensee-owned channel(s) made available by the Licensee and provided for use for the presentation of PEG Access Programming.

(34) Public, Educational and Government (PEG) Access Programming: The non-commercial programming produced by any Wenham residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(35) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(36) Prime Rate: The prime rate of interest at the Federal Reserve Bank.

(37) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Corporation for use by, among others, Wenham residents and/or organizations wishing to present non-commercial Programming and/or information to the public.

(38) 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, parkways, bulkheads, dedicated public utility easements, and all other publicly owned real property having compatible easements within or belonging to the Town, 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.

(39) Renewal License or License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

(40) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or un-receivable without the use of a Converter or other decoding device.

(41) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(42) Standard Installation – The standard one hundred fifty foot (150') aerial Drop connection to the existing distribution system.

(43) State: The Commonwealth of Massachusetts.

(44) Subscriber: Any Person, firm, corporation or other entity, who or which contracts with the Licensee and lawfully receives, for any purpose, a Cable Service provided or distributed by the Licensee by means of, or in connection with the Cable Television System.

(45) **Subscriber Network:** The 750 MHz, bi-directional network, owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(46) **Town:** The Town of Wenham, Massachusetts.

(47) **Town Counsel:** The Town Counsel of the Town of Wenham, Massachusetts.

(48) **Trunk and Distribution System:** That portion of the Cable System for the delivery of Signals, but not including Drops to Subscribers' residences.

(49) **Upstream Channel:** A channel over which Signals travel from an authorized location to the Cable System Headend.

(50) **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.

(51) **VCR:** The acronym for videocassette recorder.

(52) **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

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 Wenham, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Wenham.

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

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully 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 having compatible easements and under the jurisdiction of the Town of Wenham within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has a compatible 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 Wenham. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, or interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

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 or Streets. Disputes between the Licensee and other parties regarding use of Public Ways or Streets shall be resolved in accordance with any generally applicable regulations of the Town and any lawful special laws or Town by-laws and/or regulations enacted hereafter.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on March 2, 2015 and shall expire at midnight on March 1, 2025 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 Wenham; 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.

(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), M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

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 State laws and or Town by-laws of general applicability, and not specific to this Renewal License, the Cable System or the Licensee, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

Section 2.5---REMOVAL

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to applicable law, the Licensee shall, if requested by the Issuing Authority, remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas. If such removal is not complete within six (6) months after such termination and Issuing Authority request, the Issuing Authority may deem any property not removed as having been abandoned. Notwithstanding the foregoing, the parties reserve any and all rights they may have under the Cable Act with respect to disposition of the Cable System in connection with termination of this Renewal License as a result of the License not being renewed or otherwise lawfully terminated.

Section 2.6---TRANSFER OF THE RENEWAL LICENSE

(a) 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 written consent of the Issuing Authority, which consent shall not be arbitrarily or

unreasonably withheld or delayed. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. 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) Pursuant to applicable federal and State law(s), 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, technical expertise, legal ability to operate the Cable System under the existing license and any other criteria allowable under such applicable law(s) and/or regulation(s).

(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 this 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) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within 120 days of receipt of said application. To the extent provided for under the Cable Act, after 120 days, the application shall be deemed approved.

(h) 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 this Renewal License.

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

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

(a) The Licensee shall continue to own, operate, maintain and make available to all residents of the Town, subject to Section 4.1, a minimum 750 MHz Subscriber Network. Said Cable System shall be fully capable of carrying at least seventy-eight (78) video channels in the downstream direction.

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

(c) The Cable Television System, pursuant to Section 3.1 herein, shall conform to the applicable FCC technical specifications, as amended, contained in **Exhibit 1** attached hereto and made a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

Section 3.2---EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network described in Section 3.1 herein shall comply with the FCC and MEMA Emergency Alert System ("EAS") regulations.

Section 3.3---PARENTAL CONTROL CAPABILITY

The Licensee shall comply with all requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

ARTICLE 4

CABLE SYSTEM LOCATION, MAINTENANCE AND OPERATIONAL STANDARDS

Section 4.1—SERVICE AVAILABLE TO ALL RESIDENTS

(a) The area to be served is the entire Town of Wenham, subject to the limitations set forth herein. Service shall be provided to every dwelling occupied by a Person requesting Cable Service that can be reached by the Cable System via the public right of way in the Town or easements in the Town over which the Town has control, provided that the Licensee is able, in addition, to obtain from owners of private property any necessary easements and/or permits in accordance with applicable law(s). The Licensee shall make reasonable efforts to meet with the Issuing Authority regarding any proposed housing that may have boundary issues, in order to serve customers through legally permissible and cost effective Wenham rights-of-way.

(b) The Licensee shall make its Cable System available to residents of the Town, unless legally prevented from doing so, subject only to the installation charges herein.

(c) 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 one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges subject to Licensee first providing the resident with a verbal estimate, or written estimate if requested, of the costs of a non-standard installation and subject to such resident consenting to same. The Licensee shall have up to, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto, subject to Force Majeure and the completion of utility pole make ready work. Any dwelling unit within one hundred feet (100') underground from the Trunk and Distribution System shall be entitled to a standard underground installation, unless the sub-surface of an underground installation is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.).

Section 4.2--LOCATION OF THE CABLE TELEVISION SYSTEM

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

Section 4.3—ABOVE GROUND & UNDERGROUND FACILITIES

(a) The Licensee shall comply with applicable law(s) regarding any requirement(s) to remove Licensee-owned poles, overhead wires and associated overhead structures within all or any part or parts of the Town.

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

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law

(d) Nothing in this Section 4.3 shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances in the Public Way as of the Effective Date such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

Section 4.4---TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

Section 4.5---RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.6---TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of Service.

Section 4.7---DISCONNECTION AND RELOCATION

The Licensee shall, upon reasonable advance notice, without cost to the Town, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, 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(s) 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.

Section 4.8---SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with the applicable provisions of the Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws of general applicability, any other generally applicable regulations, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 4.9---PEDESTALS

Pedestals housing passive devices may be installed and utilized by the Licensee in and on the Town's Public Way(s) for the provision of Cable Service(s), subject to the Licensee applying for and receiving a permit for such installation and/or utilization. In any cases in which Pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All pedestals and low profile boxes shall be shown on the Cable System maps submitted to the Town in accordance with Section 4.12 *infra*. In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove any such Pedestals from the Public Ways in a timely manner, unless the Licensee is otherwise permitted to use such Pedestals pursuant to applicable law.

Section 4.10---PRIVATE PROPERTY

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

Section 4.11---RIGHT TO INSPECTION OF SYSTEM

The Issuing Authority or its designee(s) shall have the right, at its cost, to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations. Except for emergency situations, the Issuing Authority shall provide the Licensee with timely notice of any such inspection(s). The Licensee shall have the right to have a representative present at any such inspection. Both parties shall make a good faith effort to work with each other to schedule any such inspections at a mutually convenient time.

Section 4.12---CABLE SYSTEM STRAND MAPS

The Licensee shall provide the Issuing Authority or its designee, upon written request by the Issuing Authority, with strand maps of the Cable System. If changes are made in the Cable System located in the Public Way, the Licensee shall file updated strand maps upon written request, not more than once annually; provided, however, Licensee shall not be required to file updated strand map(s) if such a map is filed with a Town department during any Public Way road opening permit, grant of location, etc. application process.

Section 4.13---SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours' notice to all affected Subscribers.

Section 4.14---COMMERCIAL ESTABLISHMENTS

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

Section 4.15---DIG SAFE

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. Chapter 82, Section 40.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1---BASIC SERVICE

The Licensee shall provide a Basic Service which shall include all Signals which are required to be carried by a Cable Television System serving the Town pursuant to applicable federal statute or regulation.

Section 5.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 2**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in **Exhibit 2**, attached hereto, are at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Wenham Programming line-up at least thirty (30) days before any such change is to take place, and the Licensee shall provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4---VCR/CABLE COMPATIBILITY

(a) Licensee will continue to comply with equipment compatibility requirements in accordance with applicable law and regulation.

(b) The Licensee reserves its right to Scramble or otherwise encode any cable channel(s), as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals, in accordance with applicable law(s). (c) Pursuant to the rules and regulations of the Cable Division, as may be amended from time to time, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers.

Section 5.5---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Service interruptions or as a result of Cable System or equipment failures.