

RENEWAL
CABLE TELEVISION LICENSE
FOR
THE TOWN OF WINCHESTER,
MASSACHUSETTS

TABLE OF CONTENTS

INTRODUCTION.....	5
ARTICLE 1 DEFINITIONS.....	6
Section 1.1 – DEFINITIONS.....	6
ARTICLE 2 GRANT OF RENEWAL LICENSE.....	11
Section 2.1 – GRANT OF RENEWAL LICENSE.....	11
Section 2.2 – RIGHTS AND PRIVILEGES OF LICENSEE.....	11
Section 2.3 – APPLICABLE LAW.....	11
Section 2.4 - TERM OF RENEWAL LICENSE.....	12
Section 2.5 - POLE AND CONDUIT ATTACHMENT RIGHTS [SEE M.G.L.c. 166 §22-25].....	12
Section 2.6- RENEWAL [SEE M.G.L.c. 166A §13].....	12
Section 2.7 – TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE.....	12
Section 2.8 – NON-EXCLUSIVITY OF LICENSE.....	13
Section 2.9 – POLICE AND REGULATORY POWERS.....	14
Section 2.10 – REMOVAL OR ABANDONMENT.....	15
ARTICLE 3 SYSTEM DESIGN, CONSTRUCTION AND OPERATION.....	16
Section 3.1 – AREA TO BE SERVED [SEE M.G.L.c. 166A § 3(a)].....	16
Section 3.2 – SUBSCRIBER NETWORK.....	17
Section 3.3 – SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP.....	18
Section 3.4 - SERVICE TO PUBLIC BUILDINGS AND SCHOOLS.....	18
Section 3.5 – TREE TRIMMING.....	19
Section 3.6 – UNDERGROUND WIRING OF UTILITIES.....	19
Section 3.7 – PEDESTALS AND VAULTS.....	19
Section 3.8 – PRIVATE PROPERTY.....	19
Section 3.9 – RESTORATION TO PRIOR CONDITION.....	20
Section 3.10 – RELOCATION OF FACILITIES.....	20
Section 3.11 - SERVICE INTERRUPTION.....	20
Section 3.12 – CONSTRUCTION AND MAINTENANCE STANDARDS.....	20
Section 3.13 – RIGHT OF INSPECTION.....	21
Section 3.14 – EMERGENCY REMOVAL OF PLANT.....	21
Section 3.15 – EMERGENCY AUDIO ALERT.....	22
ARTICLE 4 RATES AND PROGRAMMING.....	23
Section 4.1 – LEASED ACCESS.....	23
Section 4.2 – STEREO TV TRANSMISSIONS.....	23
Section 4.3 – CHANNEL LINEUP.....	23
Section 4.4 – REMOTE CONTROLS.....	23
ARTICLE 5 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS AND INSTITUTIONAL NEWORK.....	24
Section 5.1 – ESTABLISHMENT OF THE ACCESS CORPORATION.....	24
Section 5.2 – ACCESS CORPORATION RESPONSIBILITIES.....	24
Section 5.3 – PEG ACCESS FACILITIES & EQUIPMENT.....	26
Section 5.4 – ACCESS CORPORATION SUPPORT.....	26
Section 5.5 – PEG CHANNELS.....	28
Section 5.6 - PEG ACCESS CABLECASTING.....	29
Section 5.7 – EXTERNALIZATION.....	30
Section 5.8 – LATE PAYMENTS.....	30
Section 5.9 – REPORT OF DISBURSEMENTS.....	30

ARTICLE 6 SUBSCRIBER RIGHTS AND CONSUMER PROTECTION	32
Section 6.1 – CUSTOMER SERVICE	32
Section 6.2 – TELEPHONE ACCESS, INSTALLATIONS, OUTAGES AND SERVICE CALLS.....	32
Section 6.3 –CUSTOMER SERVICE CALL CENTER	32
Section 6.4 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME	33
Section 6.5 – MINIMUM SUBSCRIBER INFORMATION.....	34
Section 6.6 – PARENTAL CONTROL	34
Section 6.7 – BILLING AND TERMINATION PROCEDURES	35
Section 6.8 – VOLUNTARY DISCONNECTION OF SERVICE	35
Section 6.9 – BILLING DISPUTES	35
Section 6.10 – PROTECTION OF SUBSCRIBER PRIVACY	36
Section 6.11 – PRIVACY	36
Section 6.12 – POLLING BY CABLE	37
Section 6.13 – INFORMATION WITH RESPECT TO VIEWING HABITS & SUBSCRIPTION DECISIONS ..	37
Section 6.14 – SUBSCRIBER’S RIGHT TO INSPECT AND VERIFY INFORMATION.....	37
Section 6.15 – MONITORING	37
Section 6.16 – EMPLOYEE IDENTIFICATION CARDS	38
Section 6.17– NON-DISCRIMINATION.....	38
ARTICLE 7 LICENSE ADMINISTRATION	39
Section 7.1 – REGULATORY AUTHORITY	39
Section 7.2 – INDEMNIFICATION.....	39
Section 7.3 – INSURANCE.....	39
Section 7.4 – PERFORMANCE BOND	40
Section 7.5 – SERVICE INTERRUPTIONS.....	41
Section 7.6 – PERFORMANCE EVALUATION SESSIONS	41
Section 7.7 – NON-PERFORMANCE BY THE LICENSEE	42
Section 7.8 – LICENSE FEE ENTITLEMENT	42
Section 7.9 – SUBSCRIBER AND USER COMPLAINTS	42
Section 7.10 – SUBSCRIBER COMPLAINT REPORT	43
Section 7.11 – INDIVIDUAL COMPLAINT REPORTS	43
Section 7.12 – QUALITY OF SERVICE	43
Section 7.13– SERVICE INTERRUPTION REPORT	43
Section 7.14 – FINANCIAL REPORTS.....	43
Section 7.15 – NUMBER OF SUBSCRIBERS	44
Section 7.16 – LINE EXTENSION REPORT	44
Section 7.17 – REVOCATION OF RENEWAL LICENSE	44
Section 7.18 – CABLE ADVISORY COMMITTEE	44
Section 7.19 – INVESTIGATION.....	45
ARTICLE 8 GENERAL PROVISIONS.....	46
Section 8.1 – LICENSE AS CONTRACT UNDER SEAL	46
Section 8.2 – ENTIRE AGREEMENT	46
Section 8.3 – CAPTIONS	46
Section 8.4 – SEVERABILITY	46
Section 8.5 – FORCE MAJEURE	46
Section 8.6 – NOTICES.....	47
Section 8.7 – REMOVAL OF ANTENNAS.....	47
Section 8.8 – SUBSCRIBER TELEVISION SETS.....	47
Section 8.9 – COST OF PUBLICATION.....	48
Section 8.10 – JURISDICTION AND VENUE.....	48
ARTICLE 9 DETERMINATION OF BREACH-LIQUIDATED DAMAGES-LICENSE REVOCATION.....	49
Section 9.1 – DETERMINATION OF BREACH	49

Section 9.2 – TERMINATION..... 50
Section 9.3 – NO WAIVER-CUMULATIVE REMEDIES..... 50
SIGNATURE PAGE.....52
SCHEDULE 3.4 PUBLIC BUILDINGS DROPS53
SCHEDULE 5.4 GROSS ANNUAL REVENUES REPORTING FORM.....54
SCHEDULE 5.6 ORINATION SITES55

WINCHESTER RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts I, Inc., (hereinafter "Licensee") is the duly authorized holder of a renewal license to operate a Cable System in the Town of Winchester, Massachusetts (hereinafter the "Town"), said license having originally commenced on September 15, 2000, as originally issued to MediaOne of Massachusetts, Inc;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated October 17, 2007 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

WHEREAS, there has been an opportunity for public comment, and both parties conducted ascertainment to ascertain the future cable-related needs of the community, as required by Section 626(h) of the Cable Communications Policy Act;

WHEREAS, the Board of Selectmen, as 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 the Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Board of Selectmen, as the issuing authority, finds that the renewal of Licensee's license is appropriate in light of its past performance and compliance with the terms of its existing license.

NOW THEREFORE, after due and full consideration, the Board of Selectmen, as the issuing authority and Licensee agree that this renewal license is issued upon the following terms and conditions, as set forth herein.

ARTICLE 1
DEFINITIONS

Section 1.1 – DEFINITIONS

For the purpose of this Renewal License, the following capitalized terms, abbreviations, words, phrases and their derivations 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. The word "shall" is always mandatory and not merely directory.

Access Channel: A Licensee-owned Channel which Licensee makes available to the Issuing Authority and/or the Access Corporation, without charge, for the purpose of transmitting non-commercial Programming by members of the public, Town departments and agencies, public schools and educational, institutional and other organizations, subject to and in accordance with 47 U.S.C. 531 and the terms herein.

Access Corporation: The non-profit, private charitable entity designated by the Issuing Authority, from time to time, for the purpose of operating and managing Public, Educational and/or Government Access funding, equipment and Channels on Licensee’s Cable Television System in accordance with this Renewal License and 47 U.S.C. 531.

Affiliate: A person that owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

Basic Service or Basic Cable Service: Any Service tier which includes the retransmission of local television broadcast signals, in accordance with the Cable Act.

Cable Communications Policy Act of 1984 ("Cable Act"): Public Law No. 98-549, 98 Stat. 2779 (1984), amending the Communications Act of 1934, and effective on December 29, 1984, as further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law No. 102-385 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

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 Programming which Licensee may make available to Subscribers generally, in accordance with the Cable Act.

Cable System or Cable Television 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; or (d) an open video system that complies with section 653 of the Cable Act, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

Channel: A portion of the electromagnetic frequency spectrum, which is used in Licensee's Cable System and which is capable of carrying a television channel.

CMR: Code of Massachusetts Regulations.

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

Division: The Massachusetts Cable Television Division of the Department of Telecommunications and Cable (DTC).

Downstream Channel: A Channel over which Signals travel from the Cable System headend to an authorized recipient of Programming.

Drop: The cable that connects each home or building to the feeder line of the Cable System.

Effective Date: - September 15, 2010.

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

Franchise Fee or License Fee: The payments to be made by the Licensee to the Town or its PEG access designee(s), which shall have the meaning set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A, §9.

Gross Annual Revenues: Revenue received by the Licensee from the operation of the Cable System in the Town for the provision of Cable Service(s) including, without limitation: the

distribution of any Cable Service over the Cable System; Basic Service monthly fees; any and all Cable Service fees and/or Cable Service charges received from Subscribers; installation, reconnection, downgrade, upgrade, fees on Subscriber fees and any similar fees; interest collected on Subscriber fees and/or charges; all Commercial Subscriber revenues; converter, remote control and other equipment rentals, and/or leases and/or sales. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly from or in connection with the operation of the Cable System for the provision of Cable Service 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 revenue of Affiliates and/or Persons received from the operation of the Cable System for the provision of Cable Service over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to the operation of the Cable System for the provision of Cable Service. Gross Annual Revenues shall not include any fee, tax or assessment imposed or assessed on services furnished by the Licensee and paid to any governmental entity and collected by the Licensee on behalf of such entity. 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.

Issuing Authority: The Board of Selectmen of the Town of Winchester, Massachusetts.

Leased Access Channel: A video Channel(s) which the Licensee makes available pursuant to 47 U.S.C. 532.

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

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 customers, multiple channels of Video Programming.

Normal Business Hours: As defined in 47 CFR 76.309 to be those hours during which most similar businesses in the Town are open to serve Subscribers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

Outlet: An interior receptacle, generally mounted in a wall that connects a Subscriber's or User's cable television equipment to the Cable System.

Person: 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.

Public Building: Those buildings owned or leased by the Issuing Authority for municipal government and Winchester Public School purposes, and shall not include buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which municipal government employees are not regularly stationed.

Public, Educational and Government (“PEG”) Access Channel: A specific Licensee-owned Channel(s) on the Cable System made available by the Licensee to the Issuing Authority, or its designees, Winchester Public Schools and/or educators wishing to present non-commercial public, educational and governmental Programming and/or information to the public, subject to Article 6 herein..

Public Ways: The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parkways and ways that are in the nature of streets and roads or any other easements or rights of way dedicated for compatible uses, and other publicly owned real ways within or belonging to the Town now or hereafter existing, or other public right-of-way, including, but not limited to, compatible public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses, which shall entitle the Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any compatible easement now or hereafter held by the Issuing Authority within the Town of Winchester for the purpose of public travel and/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 the Licensee to the use thereof for the purposes of installing, operating, and maintaining the 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. 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 without applicable legally required permits, 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.

Renewal License or License: Means this agreement and any amendments or modifications in accordance with the terms herein.

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

Subscriber: Means a Person or user of the Cable System who lawfully receives Cable Service with the Licensee’s express permission.

Subscriber Network: Means the trunk and feeder Signal distribution network over which video and audio Signals are transmitted to Subscribers.

Town: The Town of Winchester, Massachusetts.

Upstream Channel: A Channel over which Signals travel from an authorized location to the Licensee’s Cable System headend.

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 the Cable Communications Policy Act of 1984 as further amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and in compliance with all rules and regulations of the FCC and the Division in force and effect during the period for which this Renewal License is granted, and subject to the terms and conditions set forth herein, the Board of Selectmen, as the Issuing Authority of the Town, hereby grants a non-exclusive cable television renewal license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable System within the Public Way and the corporate limits of the Town. Nothing in this License shall be construed to prohibit the Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

Section 2.2 – RIGHTS AND PRIVILEGES OF LICENSEE

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 System in, under, over, along, across or upon the Public Ways of the Town within its municipal boundaries and subsequent additions thereto for the purpose of Cable System reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services.

Section 2.3 – APPLICABLE LAW

This License is granted under, in compliance with and subject to Chapter 166A of the Massachusetts General Laws and all other lawful general laws and lawful acts of the Massachusetts Legislature, and in compliance and subject to all applicable federal law, including, but not limited to, all rules of the FCC, as amended, and in compliance with and subject to all other generally applicable municipal, state and federal laws in force and effect during the period for which this License is granted.

Section 2.4 - TERM OF RENEWAL LICENSE

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on September 15, 2010 and shall terminate at midnight on September 14, 2020.

Section 2.5 - 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 the 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 the Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities and provided that in those situations where a new grant of location is required, Licensee shall obtain a grant of location, to the extent required by law. By virtue of this License the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities in the Public Ways.

Section 2.6- 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 the Licensee and the Issuing Authority and shall contain such modified or additional terms as the Licensee and the Issuing Authority may then agree.

Section 2.7 – TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

(a) To the extent required by M.G.L.c. 166A, Section 7, and the regulations of the Division promulgated thereunder (207 CMR 4.00 et. seq.), this License or control thereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld, conditioned or delayed. Such consent shall be given only after a public hearing upon a written application and forms therefore as

provided by the Division and on FCC or other applicable forms. The application for transfer consent shall be signed by Licensee and by the proposed transferee or assignee.

(b) Any transfer or assignment of this License shall, by its terms, be expressly subject to the terms and conditions of this Renewal License and obligations, if any, arising from the award of this Renewal License. Any transferee or assignee of this Renewal License shall be subject to the terms and conditions contained in this Renewal License.

(c) The Licensee shall submit to the Issuing Authority the license transfer application, including any forms required by state or federal law. Upon written request, the Licensee shall submit up to four (4) copies to the Issuing Authority. Unless otherwise allowed by applicable law, the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. If no action is taken by the Issuing Authority on the application after 120 days, the application shall be deemed approved.

Section 2.8 – NON-EXCLUSIVITY OF LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways and places, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable System within the Town; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(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, upon request of Licensee, 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) The grant of any additional cable television license(s), or subsequently amended license, shall not be on terms more favorable or less burdensome, than those contained in this Renewal License including, but not limited to: Franchise Fees; insurance; Cable 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. 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. 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, or subsequently amended with, 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. 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 the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons and reasonable evidence for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate, with reasonable evidence 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, and the Issuing Authority find, that any such additional cable television license(s) have been granted on, or subsequently amended with, 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 ninety (90) days.

(d) 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.

Section 2.9 – POLICE AND REGULATORY POWERS

By executing this License, 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. Said by-laws shall be of general applicability and not specific to this License, not specific to Licensee, not specific to this Cable System, or not specific to cable operators only. Licensee shall comply with all applicable lawful by-laws enacted by the Town and/or Issuing Authority pursuant

to any such powers. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers may be resolved in a court of competent jurisdiction.

Section 2.10 – REMOVAL OR ABANDONMENT

The parties shall be subject to applicable state and federal laws regarding removal and abandonment of the Cable System including but not limited to 47 U.S.C. 547 and M.G.L. Ch. 166.

ARTICLE 3

SYSTEM DESIGN, CONSTRUCTION AND OPERATION

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

(a) Subject to applicable law, the Licensee shall make its Cable Service available to residents of the Town, where the minimum density is at least twenty (20) dwelling units per aerial mile and forty (40) dwelling units per underground mile, within seven (7) days of a request therefore subject to paragraph (b) below, unless the Licensee is legally prevented from doing so by factors outside of the Licensee's control, and/or including, but not limited to, denial of access by owners of private property or Multiple Dwelling Units ("MDU"). Notwithstanding the foregoing, any existing street or area that is already wired and receiving Cable Service on the Effective Date of this License shall continue to receive Cable Service regardless of the density of households in such already wired Public Way or area. The Licensee shall make a reasonable effort to obtain such private rights-of-ways and MDU access agreements in the Town in order to make Cable Service(s) available to all residents.

(b) Subject to the density requirement, Licensee shall offer Cable Service to all new homes or previously un-served homes located within one hundred fifty (150') aerial feet of the Licensee's distribution cable. 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 trunk and distribution system and additions thereto. For non-standard installations (installations more than one hundred fifty feet (150') the Licensee shall offer said Cable 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 un-served 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.

(c) Provided Licensee has at least ninety (90) days prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative

trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Winchester Planning Board and developers give timely notice of trenching and underground construction to the Licensee. In the initial opening of residential subdivision trenching, Licensee shall not be responsible for the digging and back-filling of all trenches to the extent that this is consistent with the treatment of other companies with respect to subdivision trenching.

(d) If in areas of the Town all of the transmission and distribution facilities of all of the respective public utilities, if any, in Town are underground, the Licensee shall place its Cable Systems' transmission and distribution facilities underground; provided, however, that (1) such underground locations are actually capable of accommodating the Licensee's cable and other equipment without technical degradation of the Cable System's Signal quality, and (2) in the event that the Town develops and implements an underground project for which it plans to utilize Town funds to reimburse public utilities (excluding municipal-owned utilities) for the cost of said undergrounding, the Town shall include the Licensee's cost in any planning to equitably disburse available Town funds to reimburse the Licensee, subject to applicable law and subject to any restriction on such Town funds. In any area of Town where the transmission or distribution facilities of the respective public utilities are both aerial and underground, the Licensee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section 3.1 shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, Cable System passive devices, amplifiers, power supplies, pedestals, or other related equipment.

Section 3.2 – SUBSCRIBER NETWORK

The Licensee shall maintain the existing Cable Television System.

Section 3.3 – SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP

The Licensee shall make its Cable Service available to every residential (non-commercial) dwelling unit in the service area in the Town regardless of its geographical location, subject to Section 3.1 above. Installation costs shall be nondiscriminatory except that an additional charge for time, materials and a reasonable rate of return may be made for non-standard and customized installation within a Subscriber's residence or except when Licensee is engaged in marketing promotions. Any dwelling unit within one hundred fifty (150) feet of the distribution cable for an aerial Drop shall be entitled to a standard installation rate. However, Licensee may reasonably charge Subscribers for non-standard and customized installations. Subscribers may be charged for Drops in excess of the standard footage, one hundred fifty (150') feet or for non-standard installation Drops, for time, materials and a reasonable rate of return. Upon request, Subscribers shall be provided an itemized cost estimate for the said charges prior to acceptance of the terms for such non-standard Drop. In addition, such itemization shall disclose the basis for Licensee's deeming the installation non-standard.

Section 3.4 - SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) Licensee shall continue to provide and maintain, at no charge, one (1) Subscriber Cable System Drop and Outlet, including Basic Service, to all existing sites listed in **Schedule 3.4**, attached hereto and made a part hereof.

(b) Licensee shall supply one (1) converter box for each Outlet without charge to the Town, if necessary for the reception of monthly Basic Service. Licensee shall maintain such Outlet or demarcation point and converter boxes for normal wear and tear, at no charge to the Town and/or institution located at each site; provided, however, that the Town shall be responsible for repairs and/or replacement necessitated by any acts of abuse, vandalism or theft. The internal wiring and equipment provided by the Town shall be the responsibility of the Town and/or institution located at each site listed in **Schedule 3.4**.

(c) Licensee shall provide one standard installation Drop, Outlet and/or demarcation point to any new Public Building or Winchester Public School along the Cable System's trunk and distribution system within one hundred twenty (120) days of any written request from the Issuing Authority, weather conditions permitting.

(d) Nothing in this Section 3.4 shall require the Licensee to move existing Drops, Outlets or demarcation point, or install an additional Drop and Outlet to any municipal or Town owned or leased Public Building which already has a Drop and Outlet.

Section 3.5 – TREE TRIMMING

The Licensee shall have the authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent branches from such trees from coming into contact with wires, cables and equipment of Licensee in accordance with applicable state law and any Town bylaws and regulations.

Section 3.6 – UNDERGROUND WIRING OF UTILITIES

Licensee shall comply with all applicable “DIG-SAFE” provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40

Section 3.7 – PEDESTALS AND VAULTS

In any cases in which Cable System vaults, housing devices or pedestals are to be utilized, in the Public Ways or within the Town public layout, such equipment must be in accordance with applicable lawful Winchester Public Works Department, or similar Town department, regulations. In any event, Licensee will comply with Town lawful by-laws and regulations of general applicability with respect to the foregoing. This provision shall not apply to Cable System vaults, housing devices or pedestals currently in use as of the Effective Date.

Section 3.8 – PRIVATE PROPERTY

Licensee shall be subject to all lawful laws, by-laws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable System in the Town. Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a direct result of the construction, upgrade, installation, operation or maintenance of the Cable System.