



February 19, 2018

Board of Selectmen
Town of Manchester by the Sea
One Central Street
Manchester by the Sea, MA 01944

Re: Town of Manchester by the Sea - Cable Television Renewal License

Dear Chairman and Members of the Board,

Please find enclosed, for your files, a fully executed original of the Cable Television Renewal License between the Town of Manchester by the Sea and Comcast.

Please feel free to contact me at Denise_Mason@comcast.com should you have any questions.

Sincerely,

Denise Mason, Manager
Government & Regulatory Affairs

cc: **Gregory Federspiel**, Town Administrator – Town of Manchester by the Sea (2nd original)
William Hewig III, Esq. – KP Law
Sara Clark – MA DTC
Comcast Corporate Franchising
Comcast Division Franchising and Finance

RENEWAL
CABLE TELEVISION LICENSE
FOR
THE TOWN of MANCHESTER BY THE SEA,
MASSACHUSETTS

Issued To
Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New
York/North Carolina/Virginia/Vermont, LLC

Term: November 1, 2017 – October 31, 2027

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MANCHESTER BY THE SEA, MASSACHUSETTS RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC, (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Manchester by the Sea, Massachusetts (hereinafter "Town"), said license having commenced on September 4, 2007;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated September 22, 2014 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated February 9, 2016;

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

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

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

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

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

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

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

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

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

(d) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

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

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

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

(h) Drop – shall mean the coaxial cable that connects a home or building to the Subscriber Network or Video Return Line.

(i) Effective Date – shall mean November 1, 2017.

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

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

(l) Gross Annual Revenues – shall mean the revenues received by the Licensee and/or its Affiliates derived from the operation of the Cable System to provide Cable Service, accrued in accordance with generally accepted accounting principles (GAAP) in the United States, and shall include, without

limitation: the revenues derived from the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar charges; interest earned on all Subscriber fees and/or charges collected; all digital Cable Service revenues; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber Cable Service revenues (including bulk account revenues); Pay Cable Premium Services and Pay-Per-View revenues; converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; fees paid for channels designated for commercial use; home shopping revenues; and advertising revenues. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly from or in connection with the operation of the Cable System to the extent that said revenue is derived through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(m) Issuing Authority – shall mean the Board of Selectmen of the Town of Manchester by the Sea, Massachusetts, or the lawful designee thereof.

(n) Licensee – shall mean Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

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

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

(q) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or

a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

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

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

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

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

(v) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority.

(w) Public, Educational and Governmental Access Channel – shall mean a video channel made available to the Town and designees of the Issuing Authority, without charge, designated for non-commercial use by the public, educational institutions such as public or private schools, but not “home schools,” community colleges, and universities, as well as the Issuing Authority.

(x) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced by any Manchester by the Sea 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.

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

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

(aa) Regional Access Corporation – shall mean the not-for-profit organization created jointly by the City of Gloucester and the Towns of Manchester-by-the-Sea, Essex, and Rockport for the purpose of providing Public, Educational and Government Access Television in said communities.

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

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

(dd) Standard Installation – shall mean the standard two hundred foot (200') aerial Drop connection, or the standard one hundred twenty-five foot (125') underground Drop connection, to the existing distribution system.

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

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

(gg) Town – shall mean the Town of Manchester by the Sea, Massachusetts.

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

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

(jj) Video Return Line (VRL) – shall mean the Licensee-owned and -maintained dedicated link capable of transmitting composite PEG Access video and audio transmissions from the Manchester by the Sea Town Hall to the Access Provider's studio facility.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

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

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

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

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

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on November 1, 2017, following the expiration of the current license, and shall expire at midnight on October 31, 2027.

SECTION 2.3 - RENEWAL [SEE M.G.L.c. 166A §13]

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

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

SECTION 2.4 - RESERVATION OF AUTHORITY

Nothing in this Renewal License shall (A) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or bylaws of general applicability and not specific to the Cable Television System, Licensee, or this License, or (C) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways.

SECTION 2.5 - NON-EXCLUSIVITY OF LICENSE

(a) Licensee acknowledges and agrees that the Issuing Authority reserves the right to grant one or more additional licenses to other Cable Service providers within the Town for the right to use and occupy the Public Ways or streets within the Issuing Authorities jurisdiction. If any such additional or competitive license is granted by the Issuing Authorities which, in the reasonable opinion of Licensee, contains more financially favorable or less burdensome terms or conditions than this Renewal License, including, but not limited to: franchise fees; payment schedules, insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches; the Issuing Authority agrees that it shall amend this Renewal License to include any more favorable or less burdensome terms or conditions.

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

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

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

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

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

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

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

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

(a) Licensee shall continue to make Cable Service available to every residential dwelling unit within the Town that currently has Cable Service available to it from the Licensee. Licensee shall also make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least twenty (20) dwelling units per aerial mile and forty (40) dwelling units per underground mile providing however, that any plant extension is measured from the existing Trunk and Distribution System and Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Licensee shall make service available to multiple dwelling units (MDU) where economically feasible and providing that Licensee is able to obtain from the property owners any necessary easements, permits and agreements to provide service to said MDU. Subject to the density requirement, Licensee shall offer Cable Service to all new homes or previously unserved homes located within two hundred feet (200') of Licensee's Distribution Cable. For non-Standard Installations Licensee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Licensee from a contiguous cable television system or currently unserved but could be served by abutting Town (s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting Town .

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial two hundred feet (200') of the Trunk and Distribution Cable shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installations are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.

(c) Provided Licensee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Licensee. Developer shall be responsible for the digging and back-filling of all trenches.

SECTION 3.2 – STANDARD INSTALLATION

Any dwelling unit within two hundred feet (200') aerial or one hundred twenty-five feet (125') underground of Licensee's Distribution Cable shall be entitled to a Standard Installation rate, unless the sub-surface of an underground installation is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). All other installations are considered non-standard installations. For aerial installations more than two hundred feet (200'), the first two hundred feet (200') shall be at the Standard Installation rate.

SECTION 3.3 - SUBSCRIBER NETWORK

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

SECTION 3.4 - SUBSCRIBER NETWORK CABLE DROPS [SEE M.G.L.c. 166A §5(e)]

(a) Licensee shall continue to provide a single Cable Drop, an Outlet and monthly Basic Cable Service, at no charge to the Town, to each Public Building located along the existing cable route as of the Effective Date, as designated by the Franchising Authority within the Town, listed in **Exhibit A** attached hereto.

(b) Upon written request by the Issuing Authority, Licensee shall provide one (1) Standard Installation Drop, Outlet and Basic Cable Service at no charge to any new Public Buildings and other Town owned Public Buildings, along the Trunk and Distribution Cable provided such are considered to be a Standard Installation and absent any other unusual installation conditions and/or installation requirements. The Issuing Authority or its designee shall consult with a representative of Licensee to determine the appropriate location for each of such Public Building's respective Outlet prior to requesting that Licensee install service at no charge.

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

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

SECTION 3.5 - PARENTAL CONTROL CAPABILITY

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

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

SECTION 3.6---EMERGENCY ALERT OVERRIDE CAPACITY

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

SECTION 3.7 – RIGHT TO INSPECTION OF CONSTRUCTION

Upon written request to the Licensee, the Town or its designee shall have the right to inspect all construction, installation, and/or upgrade work performed subject to the provisions of this Renewal License and it shall deem necessary to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall be at the sole cost of the Town and shall not interfere

with the Licensee's operations and shall be conducted during Licensee's regular business hours. Licensee shall have the right to be present at any such inspection.

SECTION 3.8 – SYSTEM TECHNICAL SPECIFICATIONS

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

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

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

(a) In installing, operating and maintaining equipment, cable and wires, Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance, operation, repair and removal of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws of general applicability, codes and regulations, including but not limited to Occupational Safety and Health Administration regulations, the National Electrical Safety Code, the Massachusetts Electrical Code, and the rules and regulations of the FCC, as well as any other applicable Massachusetts laws and regulations, all building and zoning codes, and generally applicable Town bylaws and regulations, as the same exist or as same may be hereafter changed or amended.

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

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

(e) The signal of any Broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be

operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

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

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

Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by Licensee upon written demand by the Issuing Authority. However, prior to such repair or restoration the Town should submit a written estimate to Licensee of the actual cost of said repair or restoration.

SECTION 4.3 - CABLE LOCATION

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

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

reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs incurred by Licensee for relocating utility poles or trenching for the placement of underground conduits shall be entitled to reimbursement of such relocation costs in the event public or private funds are raised for the project and made available to other users of the Public Way.

(c) Provided Licensee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Licensee. Developer shall be responsible for the digging and back-filling of all trenches.

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

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

Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Licensee, in accordance with MGL c. 87 and any Town bylaws and regulations.

SECTION 4.5 – PLANT MAPS

Licensee shall maintain a complete set of plant maps of the Town, which will show those areas in which its facilities exist. The plant maps will be retained at Licensee's primary place of business and will be available to the Issuing Authority for inspection by the Issuing Authority upon written request.

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

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

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

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

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

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

(a) Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

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

(c) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.9 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment.

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

SECTION 4.10 – PROHIBITION AGAINST RESELLING OF SERVICE

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

SECTION 4.11 – EMERGENCY ALERT SYSTEM

The Licensee shall comply with the emergency alert system in accordance with the requirements of the FCC at 47 C.F.R., Part 11.

SECTION 4.12 – PARENTAL CONTROL CAPACITY

Subject to applicable regulation(s), the Licensee shall provide Subscribers, upon request, with the capacity to control the reception of any channels being received on their television sets.

SECTION 4.13 – PEDESTALS

In any cases in which pedestals are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be low-profile, wherever practical, at Town-approved locations to be determined when the Licensee applies for a permit, which shall not be unreasonably denied. All such equipment shall be shown on the Cable System maps made available to the Town in accordance with Section 4.4 (STRAND MAPS) above.

SECTION 4.14 – SAFETY STANDARDS

The Licensee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the National Electric Code, the National Electrical Safety Code, the rules and regulations of the FCC, all building and zoning codes, and all land use restrictions as the same exist or may be amended hereafter.

ARTICLE 5
PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

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

SECTION 5.2 - PROGRAMMING

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

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

SECTION 5.3 - REMOTE CONTROLS

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

SECTION 5.4 - STEREO TV TRANSMISSIONS

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

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

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

ARTICLE 6

PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNELS

(a) Use of channel capacity for Public, Educational and Governmental ("PEG") Access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Issuing Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall ensure that PEG Access Channels and PEG Access equipment will be available on a first-come non-discriminatory basis.

(b) Licensee shall designate capacity on three (3) channels for a Public, Educational, and Governmental (PEG) Access Channels to be used for public access video programming provided by the Issuing Authority or its designee, educational access video programming provided by the Issuing Authority or its designee, and governmental access video programming provided by the Issuing Authority or its designee. A Public, Educational and Governmental Access Channel may not be used to cablecast for-profit, political or commercial fundraising programs in any fashion. Unused capacity may be utilized by Licensee subject to the provisions set forth in subsection (c) below.

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

of the Issuing Authority to reclaim said channel capacity for its PEG Access use or the PEG Access use of the designee(s) or other Access users.

SECTION 6.2 - PEG ACCESS PROVIDER

Beginning on the Effective Date, the Access Provider shall provide services to PEG Access Users and the Town as follows:

- (1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.3 below;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.4 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist PEG Access Users in the production of Video Programming of interest to Subscribers and issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

SECTION 6.3 - PEG ACCESS CABLECASTING

(a) In order that Manchester by the Sea PEG Access Programming can be cablecast over Licensee's downstream PEG Access Channels, all such Manchester by the Sea PEG Access Programming shall be modulated, then transmitted from Manchester by the Sea Town Hall to Licensee-owned headend or hub-site on a Licensee-owned upstream channel made available, without charge, to the Town and/or

the Regional Access Corporation for their use. At Licensee-owned headend, said PEG Access Programming shall be retransmitted in the downstream direction on one Licensee-owned Subscriber Network downstream PEG Access Channel(s).

(b) Licensee shall provide and maintain all necessary switching and/or processing equipment located at its hub-site or headend in order to switch upstream signals carrying PEG Access Programming from Manchester by the Sea Town Hall to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(c) Licensee shall own, maintain, repair and/or replace any Licensee-owned Video Return Line (VRL), headend or hub-site audio and/or video signal processing equipment. The Town and/or PEG Access Provider shall own, maintain, repair and/or replace studio and/or portable modulators and demodulators. The demarcation point between Licensee's equipment and the Town's or PEG Access Provider's equipment shall be at the output of the Town's and/or the PEG Access Provider's modulator(s) at Manchester by the Sea Town Hall.

(d) No later than October 31, 2020, Licensee shall upgrade the coaxial portion of the Manchester by the Sea Town Hall VRL to fiber. Licensee shall complete such upgrade without charge to the Town and/or the Regional Access Corporation. Licensee shall own, maintain, repair and/or replace said upgraded portion of the VRL as necessary. Throughout the term of the Renewal License, said Town Hall VRL shall be used exclusively for the one-way transmission of PEG Programming signals from Manchester by the Sea Town Hall to the Regional Access Corporation's studio facility in Gloucester.

SECTION 6.4 – PEG ACCESS ANNUAL SUPPORT

(a) Licensee shall provide a Franchise Fee to the Regional Access Corporation, for PEG Access purposes, equal to two percent (2.0%) of its Gross Annual Revenues for the period of the Effective Date through January 31, 2018. Said Franchise Fee shall be used for salaries, operating and other expenses related to PEG Access programming operations. Licensee shall provide a Franchise Fee to the Regional Access Corporation, for PEG Access purposes, equal to three and six tenths percent (3.60%) of its Gross

Annual Revenues for the period of February 1, 2018 through the October 31, 2027 expiration of this Renewal License. Said Franchise Fee shall be used for salaries, operating and other expenses related to PEG Access programming operations. All Franchise Fee payments shall be made to the Regional Access Corporation, on a quarterly basis. The first payment shall be made on February 15, 2018 for the period of the Effective Date through December 31, 2017. Quarterly thereafter, Licensee shall provide payments each May 15th, August 15th, February 15, and November 15 based upon revenues from the previous calendar quarter. The final payment shall be made on February 15, 2028 for the period of October 1, 2027 through October 31, 2027.

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

SECTION 6.5 - PEG ACCESS CAPITAL SUPPORT

Licensee shall provide, on behalf of the Town, total capital funding of Eighty Four Thousand, One Hundred Fifty Dollars (\$84,150.00) to the Regional Access Corporation, as the Town of Manchester by the Sea's portion of the capital funding to be used for the purchase of PEG access equipment and facilities. All equipment purchased with these funds will be owned, operated and maintained by the Regional Access Corporation. Said payments, shall be paid by the Licensee as follows:

- (i) Eight Thousand, Four Hundred and Fifteen Dollars (\$8,415.00) per year for the term of this License. Said annual payments shall be made by May 1 of each renewal term year.

SECTION 6.6 - TOWN TECHNOLOGY FUNDING

(a) Licensee shall provide an annual payment to the Town, for cable related needs, equal to one and one quarter percent (1.25%) of its Gross Annual Revenues in the Town of Manchester by the Sea. Said annual one and one quarter percent (1.25%) Technology Fund payment shall be made to the Issuing

Authority on a quarterly basis, and shall be used for cable and technology related purposes. The first payment shall be made on February 15, 2018 for the period of the Effective Date through December 31, 2017. Quarterly thereafter, Licensee shall provide payments each May 15, August 15, November 15 and February 15 based upon revenues from the previous calendar quarter. The final payment shall be made on February 15, 2028 for the period of October 1, 2027 through October 31, 2027.

(b)

Licensee shall, within forty five (45) days of the Effective Date of this renewal License, provide a one-time payment in the amount of Twelve Thousand, Five Hundred Dollars (\$12,500.00) to the Issuing Authority for cable-related needs.

SECTION 6.7- PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

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

SECTION 6.8 – INTERCONNECTION WITH COMPETING CABLE LICENSEE

In the event a License is issued by the Issuing Authority to a competing Licensee, the competing Licensee may not connect its system to Licensee's current system for purposes of obtaining PEG Access Programming from the Licensee's PEG Access channels without the prior written consent of Licensee.

SECTION 6.9 - PEG ACCESS PROGRAMMING INDEMNIFICATION

The Issuing Authority and/or the Access Provider shall indemnify the Licensee for any liability, loss or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of

the content of programming aired on any PEG channel and from claims arising out of the Franchising Authority's rules for or administration of PEG Access Programming.

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time. Likewise, Licensee shall comply with the customer service regulations promulgated by the Cable Division (207 CMR §10.00 *et seq.*) as they exist or as they may be amended from time to time.

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

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

SECTION 7.3 - PROTECTION OF SUBSCRIBER PRIVACY

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

SECTION 7.4 - EMPLOYEE IDENTIFICATION CARDS

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

ARTICLE 8

PRICES AND CHARGES

SECTION 8.1 - PRICES AND CHARGES

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

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

ARTICLE 9
REGULATORY OVERSIGHT

SECTION 9.1 – INDEMNIFICATION

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

SECTION 9.2 - INSURANCE

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

(b) Licensee shall carry insurance against all claims arising out of the operation of motor vehicles in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence;

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of Licensee.

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

SECTION 9.3 - PERFORMANCE BOND

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

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

SECTION 9.4 - LICENSE FEES

(a) During the term of the Renewal License the annual License Fee payable to the Issuing Authority shall be the maximum allowable by law, per Subscriber served as of the last day of the

preceding calendar year, payable on or before March 15th of the said year. Pursuant to M.G.L.c. 166A, § 9, this fee is currently fifty cents (\$.50) per Subscriber, but not less than Two Hundred Fifty Dollars (\$250) annually.

(b) In accordance with Section 622(b) of the Cable Act, Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall also include (i) the PEG Access Annual Support (Section 6.4), and the Town Technology Fund (6.6), and (ii) any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act), but shall not include the following: (i) PEG Access Capital Support (Section 6.5); (ii) interest due herein to the Issuing Authority because of late payments; and (iii) any other exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act.

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

SECTION 9.5 - REPORTS

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

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

(c) Issuing Authority will be entitled to receive all reports required of the Licensee upon written request.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION 9.7 - REVOCATION OF LICENSE

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

- (a) For false or misleading statements in, or material omissions from, the application submitted under M.G.L.c. 166A, § 4;
- (b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);
- (c) For repeated violations, as determined by the Cable Division, of commitments of the license as set forth in M.G.L.c. 166A, § 5(j);
- (d) For repeated failure, as determined by the Cable Division, to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division;
- (e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority in violation of Section 9.9 herein;
- (f) For repeated failure to comply with the material terms and conditions herein required by M.G.L.c. 166A, §5; and
- (g) For failure to complete construction in accordance with the provisions of the Renewal License.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Issuing Authority has reason to believe that Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the

Issuing Authority shall notify Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. Licensee shall have thirty (30) days from the receipt of such notice to:

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

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

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

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it.

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

SECTION 9.9 – LIQUIDATED DAMAGES

For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Town, subject to Section 9.8 (*Notice and Opportunity to Cure*) above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, pursuant to Section 9.8 (*Notice and Opportunity to Cure*) above, of the provision(s) which the Issuing Authority believes to be in default, unless cured pursuant to Section 9.8 (*Notice and Opportunity to Cure*) above.

- (1) For failure to request the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Article 3 (*Area to be Served*) herein, One Hundred and Fifty Dollars (\$150.00) per day, for each day that such non-compliance continues.
- (2) For failure to comply with the FCC's Customer Service Obligations, and the Massachusetts Department of Telecommunications and Energy ("DTE"), Cable Division, Billing Practices Regulation 207 CMR §10.01 et seq., as each may from time to time be amended. Fifty Dollars (\$50.00) for each day that any such non-compliance continues.
- (3) For failure to operate and maintain the Cable Television System, in accordance with Section 4.1 (*Subscriber Network*) herein, Fifty (\$50.00) per day, for each day such non-compliance continues.
- (4) For failure to comply with the PEG access commitments contained in Article 6 (*PEG Access Channels and Support*) herein, Fifty (\$50.00) per day, for each day such non-compliance continues longer than 30 days.
- (5) For failure to maintain the bonds and insurance required by Article 9 (*Insurance and Bonds*) herein, One Hundred Dollars (\$100.00) per day, for each day of non-compliance.

SECTION 9.10 – TERMINATION

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 9.8 (*Notice and Opportunity to Cure*) and Section 11.1 (*Liquidation of Damages*) above.

SECTION 9.11 - NON-EXCLUSIVITY OF REMEDY

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

SECTION 9.12 - NO WAIVER-CUMULATIVE REMEDIES

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Issuing Authority or the Town to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

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

(c) A waiver of any right or remedy by the Issuing Authority or the Town at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Issuing Authority at any other time. In order for any waiver of the Issuing Authority or the Town to be effective, it shall be in writing. The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

(d) Acceptance of the terms and conditions of this Renewal License will not constitute, or be deemed to constitute, a waiver, either expressly or implied, by the Licensee or the Issuing Authority or the Town of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions.

SECTION 9.13 - TRANSFER OR ASSIGNMENT

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

SECTION 9.14 - REMOVAL OF SYSTEM

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, Licensee shall remove its supporting structures, poles, transmission and distribution systems

and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned.

SECTION 9.15 - INCORPORATION BY REFERENCE

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

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

SECTION 9.16 – RECOMPUTATION

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section 6. All amounts paid shall be subject to audit and recomputation by the Town, which shall be based on the Licensee's fiscal year and shall occur in no event later than two years after the License Fees and/or PEG access Operating Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days after a written request from the Issuing Authority to provide the Issuing Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation. In the event that the audit and recomputation determines that an additional fee is owed to the Town, the Licensee shall contribute to the costs of such audit up to one thousand dollars (\$1,000). The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed.

SECTION 9.18 – PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing during each year of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to review the Licensee's compliance with the terms and conditions of this Renewal License, with emphasis on Cable System construction, PEG access channels, facilities and support, customer service and complaint response, and broad categories of programming;

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the construction, installation, maintenance or operation of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town in order to review compliance with the Renewal License. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to Licensee's Compliance with the Renewal License, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's office.

(d) If inadequacies are found by the Issuing Authority which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary.

SECTION 9.19 - NO THIRD PARTY BENEFICIARIES

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

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, environmental restrictions, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably within Licensee's control.

SECTION 10.3 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be shall be sent by certified mail or other means providing for a receipt as proof of delivery to the following address or such other address as the Issuing Authority may specify in writing to Licensee.

Town of Manchester by the Sea
Board of Selectmen
One Central Street
Manchester by the Sea, MA 01944

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

Comcast Cable Communications, Inc.
Attn: Government Affairs
181 Ballardvale St.
Wilmington, MA 01887

with copies to:

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

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

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

SECTION 10.4 - ENTIRE AGREEMENT

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

SECTION 10.5 - CAPTIONS

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

SECTION 10.6 - WARRANTIES

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

- (a) Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (b) Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;
- (c) This Renewal License is enforceable against Licensee in accordance with the provisions herein; and
- (d) There is no action or proceedings pending or threatened against Licensee which would interfere with performance of this Renewal License.

SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE

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

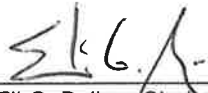
SECTION 10.8 – ANNUAL PERFORMANCE TESTS

Upon written request, the Licensee shall provide copies of its Town of Manchester by the Sea Cable System performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 *et seq.*

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 22nd DAY OF January 20 18.

TOWN OF MANCHESTER BY THE SEA, MA

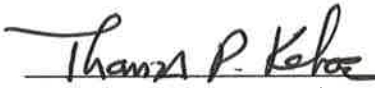
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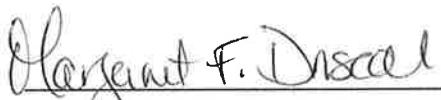
Eli G. Boling, Chair
Board of Selectmen



Susan Beckmann, Vice Chair
Board of Selectmen



Thomas P. Kehoe, Member
Board of Selectmen



Margaret F. Driscoll, Member
Board of Selectmen



Arthur Steinert, Member
Board of Selectmen

**COMCAST OF CONNECTICUT/GEORGIA/
MASSACHUSETTS/NEW HAMPSHIRE/
NEW YORK/NORTH CAROLINA/
VIRGINIA/VERMONT, LLC**

By:



Tracy L. Pitcher, Sr. Vice President
Greater Boston Region

EXHIBIT A

PUBLIC BUILDINGS ON THE CABLE SYSTEM

Public School Buildings:

Manchester Memorial Elementary School, 43 Lincoln Street

Manchester Jr. /Sr. High School, 36 Lincoln Street

Municipal Buildings:

Manchester Police Department, 10 Central Street

Manchester Town Hall, 10 Central Street

Manchester Fire Department, 12 School Street

Newport Park Community Center, Newport Park

The Plains Community Center, The Plains

Manchester Community Center, 40 Beach Street

Manchester Highway Garage, 85R Pleasant Street

Wastewater Treatment Plant, 12 Church Street

EXHIBIT B

PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

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



January 8, 2018

Board of Selectmen
Town of Manchester by the Sea
One Central Street
Manchester by the Sea, MA 01944

Re: Town of Manchester by the Sea - Plant Extension Process

Dear Chairman and Members of the Board:

Town Administrator, Gregory Federspiel, has requested that we provide a description of the steps currently taken when a resident wants to subscribe to Comcast (the "Company") service(s), but whose house does not have our cable lines (or "plant") running past or near the house. Below is a description of those steps:

Resident contacts the Company and makes an appointment to have service(s) installed at his home.

Technician arrives for appointment and determines at that time if the residence is serviceable, in which case s/he proceeds with the installation.

If the technician determines that the residence is not serviceable, and that a plant extension would be required in order to take services into the residence, the technician calls into dispatch and the dispatcher puts the installation on hold with a specific code. That code automatically generates a ticket for the possible construction. Upon ticket's review by the local field team leader, field team leader assigns the project to a coordinator.

Project coordinator meets with the resident to discuss next steps and then conducts a site survey. Site plan is submitted to the design group to determine cable, fiber and electronics needs.

Project coordinator does a cost estimate and also determines if the extension in question meets the license-required plant extension formula.

This formula can be found in Section 3.1 – Area to be Served:

The Licensee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least twenty (20) dwelling units per aerial mile and forty (40) dwelling units per underground mile providing however, that such dwelling units are within one (1) mile of the existing Cable System and the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act.

If the extension in question meets the license-required formula, then the Company will move ahead with construction.

If the extension in question does not meet the license-required plant extension formula, a letter is sent to the resident who made the initial inquiry that includes the total estimated cost, the contribution per home newly passed that the Company will make towards the total cost and the contribution per home newly passed that each home owner must make in order for the Company to move ahead with construction. Comcast's construction contribution is currently \$2,000 for the resident in question and \$1500 per home for any additional newly-passed homes as a result of extending the cable plant for the resident in question.

Non-required plant extension homeowners requesting a survey and quote for connection are welcome to discuss costs and cost components with Comcast at any time following their request for connection.

The Company will not be involved in decisions regarding the dollar amounts that the initial resident and the owners of additional newly-passed homes might make regarding individual payments towards the cost to construct the plant extension.

The project is left open for 30 days after the letter is sent. If the required total contribution is received within that time period, then the multi-step process of planning, design, construction, etc. and subsequent activation of the plant extension begins.

When the plant extension has been completed and activated, the addresses of newly-serviceable homes are released for sales.

Please do not hesitate to let me know if you have any questions about this process for construction of plant extensions in Manchester by the Sea. For your convenience I can be reached via email at Gerald_Buckley@cable.comcast.com.

Very truly yours,



Gerald Buckley, Director
Government & Regulatory Affairs

Cc: Gregory Federspiel, Town Administrator – Town of Manchester by the Sea
Attorney William Hewig - KP Law P.C.