

**CABLE TELEVISION  
RENEWAL LICENSE**

**Committee  
DRAFT**

**GRANTED TO  
COMCAST OF MASSACHUSETTS/VIRGINIA, INC.**

**June 24, 2009**

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

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## **AGREEMENT**

This Cable Television Renewal License entered into this \_\_\_\_th day of \_\_\_\_\_, 20\_\_\_\_, by and between Comcast of Massachusetts/Virginia, Inc. ("Comcast"), and the Board of Selectmen of the Town of Buckland, Massachusetts, as Issuing Authority for the renewal of the cable television licensees) pursuant to M.G.L. Chapter 166A.

## **WITNESSETH**

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

WHEREAS, the Issuing Authority conducted a public hearing, pursuant to Section 626 of the Cable Act, on February 27, 2008 to 1) ascertain the future cable related community needs and interests of Buckland, and 2) review the performance of Comcast during its current license term; and

WHEREAS, Comcast submitted a license renewal proposal to the Town of Buckland, dated May 22, 1998, for a renewal license to operate and maintain a Cable Television System in the Town of Buckland; and

WHEREAS, the Issuing Authority and Comcast did engage in good faith negotiations to further clarify said renewal proposal and did agree on various provisions regarding the Cable Television System in Buckland; and

WHEREAS, the Issuing Authority, after consideration, analysis and deliberation, approved the technical ability, financial qualifications, and renewal proposals of Comcast; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town of Buckland to grant a non-exclusive renewal license to Comcast.

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

## **ARTICLE 1**

### **DEFINITIONS**

#### **Section 1.1 --- DEFINITIONS:**

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings 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., unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words

in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

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

Comment: OK

(2) Access Channel: A video channel which the Licensee shall make available to the Town of Buckland and/or the Access Corporation, without charge, for the purpose of transmitting noncommercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Access Corporation: The entity, designated by the Issuing Authority of the Town of Buckland, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System.

(4) Cable Television Advisory Committee: The Cable Television Advisory Committee as appointed and designated by the Issuing Authority.

(5) Affiliate or Affiliated Person: Any person who owns or controls, is owned or controlled by, or is under common ownership or control with, another person.

(6) Basic Cable Service or Basic Service: any service tier which includes the retransmission of local television broadcast signals [federal definition see 6.1]

Comment: OK

**Deleted:** Any Service distributed over the Cable System, which includes, without limitation, all Public, Educational and Governmental ("PEG") Access Channels and all broadcast Signals required to be carried on Basic Service pursuant to federal law.

**Deleted:** ¶

Comment: OK

**Deleted:** (7) Broadband: two way transmission of digital data allowing a user to connect through the Internet to the World Wide Web

**Deleted:** . ¶

(8) CMR: The acronym for Code of Massachusetts Regulations.

(9) Cable Act: Public Law No. 98-549, 98 Stat. 779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

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

(11) Cable Service: a. The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other programming services [FEDERAL DEFINITION].

Comment: OK

(12) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video

**Deleted:** and/or b. the two-way transmission of digital data (Broadband) allowing a Subscriber to connect with the Internet (World Wide Web), and/or c. the two-way transmission of telephone signals. ¶



Programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems. [FEDERAL DEFINITION]

**Comment:** OK

**Deleted:** 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, Broadband Service and Telephone Service and which is provided to multiple Subscribers within the Town.¶

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

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

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

(16) Department of Public Works ("DPW"): The Highway Department of the Town of Buckland, Massachusetts.

**Comment:** OK

**Deleted:** Commonwealth of Massachusetts, or the

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

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

[OPEN ISSUE]

**Comment:** Keep definition of dwelling unit

[NOT APPLICABLE] [OPEN ISSUE]

**Comment:** Keep definition of Ed Access channels

(21) Effective Date of the Renewal License (the "Effective Date"): \_\_\_\_\_. [OPEN ISSUE]

**Deleted:** (19) Dwelling Unit: Any residence with a separate entrance or with separate kitchen facilities

(22) Execution Date of the Renewal License (the "Execution Date"): \_\_\_\_\_. [OPEN ISSUE]

**Deleted:** (20) Educational Access Channel(s): A specific channel(s) on the Cable System made available by the Licensee to the Access Corporation for use by, among others, educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

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

[NOT APPLICABLE] [OPEN ISSUE]

**Comment:** Keep definition of Govt access channels

(25) Gross Annual Revenues: Revenues received by the Licensee and/or its Affiliates from the operation of the Cable System for the provision of Cable Service(s) over the Cable System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues on a pro-rata basis; fees paid for channels designated for commercial use; home-shopping revenues on a pro-rata basis; Converter, remote control and other cable-related equipment rentals and/or leases or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, excluding commissions and/or agency fees, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable Television System for the carriage of advertising. Gross annual revenues shall also include the Gross Revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is

**Deleted:** (24) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or the Access Corporation for use by, among others, those Persons wishing to present, non-commercial governmental programming and/or information to the public. ¶

**Deleted:** Consideration of any form or kind derived

**Deleted:** revenues received from the provision of Internet services

**Deleted:** derived



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 relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

**Deleted:** consideration

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

**Comment:** OK

**Comment:** OK

**OK**

(29) Issuing Authority: The Board of Selectmen of the Town of Buckland, Massachusetts.

**Deleted:** (27) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used either for the purpose of (i) Signal processing or switching or (ii) placement of a Fiber Node or microwave link or transportation super trunk. ¶

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

**Deleted:** (28) Internet: The world-wide computer network.

(31) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Buckland and the Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.

(32) Licensee: Comcast of Massachusetts/Virginia Inc. ("Comcast") or any successor or transferee in accordance with the terms and conditions in this Renewal License.

**Comment:** OK

[long drop is automatically defined as a non-standard installation] [OPEN ISSUE]

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

**Deleted:** (33) Local Origination Programming: Local programming produced and/or cablecast by the Licensee, but not including PEG Access Programming

**Comment:** Keep definition of long drop

(36) Normal Business Hours: Those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one (1) night per week and/or some weekend hours.

**Deleted:** (34) Long Drop: An aerial or underground installation with a drop in excess of 200 feet.

[NO REFERENCE] [NO REFERENCE]

**Deleted:** ¶

(39) Node or Fiber Node: A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System. [NO REFERENCE IN AGREEMENT]

**Comment:** OK

**Comment:** OK

(40) Origination Capability: An activated connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

**Deleted:** (37) NCTA: The acronym for the National Cable Television Association.

**Deleted:** ¶

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

(38) NTSC: The acronym for National Television Systems Committee.

**Deleted:**

(42) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis.

(43) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(44) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

(45) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(46) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.

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

(48) [OPEN ISSUE]

**Comment:** Keep definition of potential subscriber

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

[OPEN ISSUE] [NOT APPLICABLE]

**Deleted:** Potential Subscriber: Includes any residential or commercial person, firm, corporation or other entity with access to the Cable System Route who or which has the potential ability to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable System.

(51) Public Buildings: Those buildings owned, occupied, or used by the Town for government administrative purposes, not including buildings owned by the Issuing Authority, but leased to third parties or buildings such as storage facilities at which municipal employees are not regularly stationed. [OPEN ISSUE]

**Comment:** Keep definition of Public Access Channel

(52) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town. [What is the route 2 property?]

**Deleted:** (50) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Access Corporation for use by, among others, Buckland individuals and/or organizations wishing to present non-commercial programming and/or information to the public.

**Deleted:** ¶

**Comment:** Reject insertion

**Comment:** Discuss relative to Route 2 property

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

**Deleted:** or the Commonwealth of Massachusetts,

**Comment:** OK

[SEE Subscriber]

(55) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter issued by the Licensee or other decoding device.

**Deleted:** (54) Residential Subscriber: a subscriber who receives cable service for personal use at a domicile or dwelling unit.

(56) Service: Any Basic Service, any Pay Cable Service, or any other Cable Service, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

**Comment:** OK

**Deleted:** including Broadband and telephone service, whether or not originated by the Licensee

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

[NO LONGER APPLICABLE and not appropriate for reference purposes]

(59) Standard Installation: the standard two hundred foot (200') aerial Drop connection to the existing distribution system. [an underground installation is non-standard]

(60) State: The Commonwealth of Massachusetts.

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

(62) Subscriber Network: The 750 MHz Cable Television System to be operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

(63) Trunk and Distribution System: that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residence.

(63) Town: The Town of Buckland, Massachusetts.

(64) Town Counsel: The Town Counsel of the Town of Buckland, Massachusetts.

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

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

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

[not sure that these need to be referenced in the definitions section]

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

**Comment:** Keep social contract for reference

**Deleted:** ¶  
(58) Social Contract: The contractual agreement between the FCC and the Licensee, dated August 1, 1995, at FCC 95-335, as amended by the FCC on August 23, 1996, at FCC 96-358, and any subsequent amendments to said agreement

**Deleted:** .

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**Comment:** Keep – underground is also standard up to 200'

**Deleted:** An aerial or underground installation with up to a two hundred foot (200') Drop connection.

**Comment:** Addition OK

## ARTICLE 2

### GRANT OF RENEWAL LICENSE

#### Section 2.1--- GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Buckland, Massachusetts, as the ISSUING AUTHORITY of the Town, hereby grants a non-exclusive

**Comment:** Keep definitions

**Deleted:** (68) VCR: The acronym for video cassette recorder. ¶

¶  
(69) DVR: The acronym for digital video recorder¶

Cable Television System Renewal License to the LICENSEE authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Buckland.

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

Comment: ok

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

Comment: ok

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works and any special laws or Town bylaws and/or regulations enacted hereafter.

#### Section 2.2--- TERM OF RENEWAL LICENSE

The term of this Renewal License shall be a ten (10) year term, commencing on July \_\_th, 2009 and expiring on July \_\_th, \_\_\_\_, unless sooner terminated as provided herein or surrendered. [open issue]

Comment: OPEN ISSUE

Deleted: ( )

#### Section 2.3--- NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Buckland; 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) The grant of any additional cable television license(s) shall not be on terms and conditions more favorable or less burdensome than those contained in this Renewal License. The grant of any such additional license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing. Along with said written request, the Licensee shall provide the Issuing Authority

with written reasons for its belief. At said public hearing, the Licensee shall be provided an opportunity to demonstrate that any such additional cable television license(s) are on terms and conditions more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) are on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority and the Licensee shall consider and negotiate, in good faith, appropriate equitable amendments to the Renewal License within a reasonable time.

[The company believes that, at a minimum, it should have the ability to request certain forms of relief under this section. What is the concern of the towns?]

(c) The issuance of additional licensees) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

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

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

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

[Comcast would agree to recent Greenfield language, which would require the parties the opportunity to consider and negotiate equitable amendments in the event that Licensee believes that any additional cable television licenses have been granted on terms and conditions that are more favorable or less burdensome].

#### Section 2.4--- POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable DPW regulations, attached hereto as Exhibit 1, and any by-laws and/or regulations of general applicability enacted and/or amended by the Town. Any conflict

**Comment:** explain

**Deleted:** (iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.3(b)(i) above.

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**Comment:** keep

**Deleted:** (iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.3(d)(i) above. ¶

**Deleted:** (iv) As of the Effective Date of this Renewal License, the parties hereto agree that any potential Multichannel Video Programming Provider(s), which are (i) not in any way an Affiliate of the Licensee and (ii) not a satellite provider, and are currently providing Programming to residents in the Town, are having no substantial negative impact upon the financial viability of the Licensee's Cable System in the Town.

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between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of competent jurisdiction or other State agency with lawful jurisdiction. [the court of competent jurisdiction language is standard language and designed to resolve a clear dispute among the parties]

Comment: keep

Deleted: favor of the latter

#### Section 2.5--- REMOVAL OR ABANDONMENT

In accordance with applicable state and federal law, upon termination of this Renewal License, or of any renewal thereof by passage of time or otherwise, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned. Notwithstanding such abandonment, the Town may have all such abandoned plant removed from the Public Ways, the reasonable costs of such removal to be paid by the Licensee. [see MGL c. 166A, §5(f) - Upon termination of the period of the license or of any renewal thereof by passage of time or otherwise, it 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 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 months of such termination, the issuing authority may deem any property not removed as having been abandoned.]

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#### Section 2.6--- TRANSFER OF THE RENEWAL LICENSE

(a) Neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a hearing upon a written application therefor on forms prescribed by the Cable Division and/or the FCC. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application. In accordance with 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. For purposes of this Section 2.6(a) only, in accordance with 207 CMR 4.01(2), 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.

(b) In considering a request to transfer control of this Renewal License, the Issuing Authority shall consider such factors as the transferee's financial, management, technical and legal qualifications and may consider other criteria allowable under law and/or regulation.



(c) The consent or approval of the Issuing Authority to any assignment, lease, transfer, sublease, or mortgage of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the Streets and Public Ways or any other rights of the Town under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(d) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the application and FCC Form 394 requesting such transfer or assignment consent.

(e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within 120 days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120 day period is extended in writing by mutual consent of the parties.

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

#### Section 2.7--- EFFECT OF UNAUTHORIZED TRANSFER ACTION

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

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

[open issue].

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

### ARTICLE 3 SYSTEM DESIGN

#### Section 3.1--- SUBSCRIBER NETWORK

(a) The Licensee shall make available to all residents of the Town a minimum 750 MHz Subscriber Network, fed by means of a hybrid fiber-optic/coaxial cable network.

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

[see 2.5 and c.166A, §5(f)] [what are the specific concerns?]

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**Deleted:** (c) If the Issuing Authority denies its consent to a transfer request and/or the Licensee transfers this Renewal License without the consent of the Issuing Authority, in the event that the Licensee appeals such denial to a Court of competent jurisdiction and/or such other appropriate agency with jurisdiction over such matter(s), and such denial is upheld, the Licensee shall reimburse the Town for all reasonable attorney fees incurred by the Town as a result of such appeal(s). The Licensee shall reimburse the Town within fourteen (14) business days of receiving a written request for reimbursement.

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**Deleted:** (c) The Licensee shall work with the Issuing Authority, in good faith, to address any concerns regarding the Licensee's occupation of the Public Ways and/or public safety. In the event of disagreement between the Town and the Licensee on specific cable television plant to be removed from the Public Ways, the Town and the Licensee shall meet and discuss the issue(s), in good faith, in order to resolve any such disagreements. The Town shall request that other users of the Public Ways use their best efforts to remove unused equipment from the Public Ways.

### Section 3.2--- INTERCONNECTION WITH GREENFIELD & BUCKLAND

(a) The Licensee shall continue to maintain and operate a hard-wire connection between the towns of Buckland, Shelburne and Greenfield in order for said communities to exchange PEG Access programming. There shall be no charge to the Town(s) and/or the Access Corporation, for the maintenance and operation of said hard-wire connection. Said interconnection shall continue to include automated switching capabilities. [return line maintenance costs are passed through to subscribers in accordance with applicable state and federal law]

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[Section 3.2 is the exact language used and agreed to in Greenfield and more accurately describes the interconnection]

Deleted: (b) The Licensee shall continue the integration and maintenance of said Interconnection automated switching facilities without cost to the Town(s) and/or Access Corporation, nor pass-through any such costs to Subscribers. Manual switching shall be the responsibility of the Town and/or the Access Corporation.

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### Section 3.3--- EMERGENCY ALERT SYSTEM

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

### Section 3.4--- PARENTAL CONTROL CAPABILITY

The Licensee shall provide, upon request and at the Licensee's cost, Subscribers with the capability to control the reception of any channels being received on their television sets.

## ARTICLE 4

LINE EXTENSION [the entire section should be considered as an open issue.]

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### Section 4.1-- GENERAL POLICY

(a) The Licensee shall make cable television service(s) available to all residents of the Town, subject to the provisions of this Article 4.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than two hundred feet (200') from the existing aerial Trunk and Distribution System and additions thereto. 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 maintaining subscribers.

Comment: ok

### Section 4.2—NEW AREAS TO BE CONSTRUCTED

(a) Notwithstanding Sections 4.3 and 4.4 below, the Licensee shall construct, install, activate and operate its Cable System on the following Public Ways in the Town, no later than \_\_\_\_\_: [OPEN ISSUE]

Using best efforts to complete construction within twenty-eight (28) months, but no later than thirty-two months of the Effective Date of this Renewal License: [open issue]

Comment: timeframe should be same as 4.4a

#### BUCKLAND:

+**Avery Road:** beginning at pole #98/15/74 7/20 at the corner of Charlemont Road, extend plant 27 spans or 7,861 feet down Avery Rd to pole #48/26/51.

+**Charlemont Road**: beginning at Pole #98/15/74 7/20 at the corner of Avery Rd, extend plant 53 spans or 12,360 feet down Charlemont Rd to pole #58/56.

+**Charlemont Road**: beginning at pole #89/15/74 7/20 at the corner of Avery Rd, extend plant 4 spans or 1,035 feet down Charlemont Rd to pole #7/16.

#### Section 4.3 --- LINE EXTENSION POLICY [\[open issue\]](#)

- (a) Notwithstanding, and in addition to, Section 4.2 above, the Cable Television System shall be extended automatically, at the Licensee's sole cost and expense to any and all areas of the Town containing ~~fifteen~~ (15) dwelling units per aerial mile of cable plant or fractional proportion thereof, and/or thirty (30) dwelling units per underground mile of cable plant or fractional proportion thereof.
- (b) Density per cable mile shall be computed by dividing the number of dwelling units in the area by the length, in miles or fractions thereof, of the total amount of aerial or underground cable necessary to make service available to the area in accordance with the Licensee's system design parameters. The cable length shall be measured from the existing Trunk and Distribution System.
- (c) The Cable Television System shall be further extended to all areas in the Town that do not meet the density standard defined in Sections 4.3 (a) and (b) above upon the request of potential Subscribers in such areas who are willing to contribute to the cost of construction in accordance with the following formula:

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

- C equals the cost of construction of new plant from the termination of existing cable plant;
- LE equals the number of potential subscribers requesting service in the line extension area as identified by the survey required in Section 4.4 (b) below;
- CA equals the average cost of construction per mile in the primary service area;
- P equals the 15 dwelling units per linear mile of aerial plant, or 30 dwelling units per mile or underground plant and
- SC equals subscriber contribution in aid of construction in the line extension area.

[\[CA equals the average cost in the area. This whole section needs to be reviewed and is open for discussion\]](#)

- (d) The Town shall make its best efforts to notify the Licensee, including, without limitation, having the Town Clerk so notify the Licensee, in advance whenever new developments are under consideration by Town agencies.

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(b) There shall be no charges to the Town for such new construction, nor shall the Licensee in any manner pass-through to Subscribers the cost(s) of such new construction, installation, activation and/or operation. ¶

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Comment: clarify difference

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Deleted: Subscribers

Comment: define CA – is this all miles constructed, or only those recently ... [2]

Comment: add definition of wh ... [3]

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Comment: should be 8 since tak ... [5]

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#### Section 4.4--- LINE EXTENSION PROCEDURES

- (a) Any potential subscriber located in an area of the Town without cable television service may request such service from the Licensee. In areas meeting the requirements of Section 4.3 (a) and (b) above, the Licensee shall extend service to the area promptly, but in no case later than ninety (90) days after all necessary permits are obtained. The Licensee shall expeditiously file for all necessary permits no later than forty-five (45) days after receipt of a potential subscriber's request. Said service shall be made available and fully activated to requesting subscribers no later than ninety (90) days after all necessary permits are obtained and the completion of make ready by utilities.
- (b) In those areas not meeting the requirements of Section 4.3 (a) and (b) above, the Licensee, shall, within forty-five (45) days following a request for service, conduct a survey to determine the number of potential subscribers in the immediate area [please clarify meaning of node language] and shall inform each potential subscriber of the possible contribution in aid of construction (see Section 4.3 (c) above) that will be charged. The Licensee shall apply for pole attachment agreements within 30 days of receiving the contribution in aid of construction from all potential subscribers. Cable television service(s) shall be made available and fully activated to all requesting subscribers who made a contribution in aid of construction within ninety (90) days of receipt of pole attachment agreements by the Licensee and completion of make ready by utilities.

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Comment: within reach of the relevant node

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Deleted: <#>During the three (3) year period commencing with the completion of any particular line extension contemplated in subsection (a) above, the Licensee shall pay a pro-rata refund, less any appropriate administrative costs incurred by the Licensee, to any previous Subscribers who made a contribution in aid of construction, as new Subscribers, who make a contribution in aid, are added to that particular line extension; provided, however, that the Licensee need only make good faith efforts to locate such previous Subscribers. ¶

<#>The amount of refund shall be determined by application of the line extension formula, contained in Section 4.3 (c) above, reducing the per capita contribution in aid of construction each time a new Subscriber is added. Any refunds shall be paid annually to Subscribers, or former Subscribers, entitled to receive such a refund. The Licensee shall make available to the Issuing Authority or its designee(s), upon request, on an annual basis, the names, addresses and exact contribution in aid of construction of each new Subscriber in a line extension area. In the event that the Licensee is unable to locate Subscribers entitled to a refund, said refund, less administrative costs, shall be returned or credited to existing Subscribers in said line extension area, on a pro-rata b... [8]

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#### Section 4.5 --- LINE EXTENSION FOR COMMERCIAL ESTABLISHMENTS

The Licensee shall make Cable Television Service(s), available to any commercial establishments in the Town, along its cable routes; provided that said establishment(s) agrees to pay for installation [OK commercial should be responsible for anything beyond standard installation] and monthly subscription costs as established by the Licensee.

### ARTICLE 5

#### MAINTENANCE AND OPERATION

##### Section 5.1--- LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall operate and maintain the Cable Television System within the Town of Buckland. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

##### Section 5.2--- UNDERGROUND FACILITIES

- (a) In the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at no cost to the Town. [this allows the company the flexibility to be reimbursed for such projects, if applicable, but would not be a cost for the town]

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

#### Section 5.3--- TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along Public Ways. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules [of general applicability](#) established by the Issuing Authority or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town's DPW.

Comment: applicable laws

#### Section 5.4 --- RESTORATION TO PRIOR CONDITION

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

#### Section 5.5 --- TEMPORARY RELOCATION

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

#### Section 5.6--- DISCONNECTION AND RELOCATION

The Licensee shall, without charge to the Town, protect, support, temporarily disconnect, relocate in the same Street or other Public Way, or remove from any Street or any other Public Ways, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

#### Section 5.7--- SAFETY STANDARDS

The Licensee shall install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, , the National Electrical Safety Code, , the Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Cable Division and the FCC,

all applicable State and local laws, and all applicable land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

#### Section 5.8--- PEDESTALS

In any cases in which pedestals housing active and passive devices are to be utilized, in Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place such devices (amplifiers, line extenders, power supplies, etc.) in a low-profile non-obtrusive electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the construction maps submitted to the Town in accordance with Section 5.11 infra. In the event that the Licensee is no longer using any such Pedestals for the provision of Cable Service(s), the Licensee shall expeditiously remove any such Pedestals from the Public Way(s), unless the Licensee is otherwise permitted to use such Pedestals for non Cable Services pursuant to applicable law(s).

#### Section 5.9--- PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense, within fourteen (14) working days after notification of any such damage, weather permitting, unless otherwise agreed to by the property owner. The Licensee shall be in compliance with the National Electrical Code in the course of constructing, installing, operating and maintaining underground and overhead cable. Such cable shall be buried a minimum of eighteen inches (18") below the surface.

#### Section 5.10 --- RIGHT TO INSPECTION OF CONSTRUCTION

The Issuing Authority or its designee(s) shall have the right, at its sole expense, to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. The Issuing Authority shall provide the Licensee with reasonable notice prior to such inspection(s). Any such inspection shall not interfere with the Licensee's operations, except in emergency situations. [this is clearly an expense of the town, if they want to inspect, and they should be aware that it would be their expense]

Comment: reject insertion

#### Section 5.11 --- CONSTRUCTION MAPS

Upon written request, the Licensee shall make available to the Issuing Authority strand maps of all final constructed Cable System plant Upon written request of the Issuing Authority, if changes are made in the Cable System, the Licensee shall make available updated maps, not more than once annually, not later than thirty, (30) days after each such request,

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### Section 5.12 --- SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing, constructing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers, given over at least one (1) of the Cable System's channels.

### Section 5.13 --- "DIG SAFE"

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

## ARTICLE 6

### SERVICES AND PROGRAMMING

#### Section 6.1 --- BASIC SERVICE

The Licensee shall provide a Basic Service which shall include all Signals which are required to be carried by a cable television system serving the Town pursuant to statute or regulation.

#### Section 6.2 --- PROGRAMMING

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

(b) The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to change the Buckland programming line-up at least thirty (30) days before any such change is to take place.

#### Section 6.3 --- VCR/DVR CABLE COMPATIBILITY

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any channel and set their "time shifter" to record multiple channels remotely, the Licensee shall provide to any Subscriber, upon request, an A/B switch, which will allow VCR/DVD owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR/DVD, except two scrambled Signals. Said A/B switch shall be available to all Subscribers, at a cost in compliance with applicable law, no later than the Effective Date of this Renewal License. The Licensee shall make these options available to all Subscribers in writing with the applicable charges, if any, no later than the Effective Date of this Renewal License.

(c) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

**Comment:** why drop DVR?

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**Comment:** clarify

**Deleted:** (b) To further ensure the maximum functioning of VCRs/DVRs, and analog-only television receivers, the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of this Renewal License, (1) any off-the-air Signals or (2) any of the PEG Access Channels. For purposes of this Section 5.5(b), "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and/or regulation. ¶

(d) in accordance with applicable law. Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. [see]

#### Section 6.4 --- CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

#### Section 6.5 --- FREE DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) The Licensee shall continue to provide, install and maintain one (1) Subscriber Cable Drop and Outlet, and monthly Basic Service, at no cost, except for any Pay Cable and/or pay-per-View Programming, to all police and fire stations, public schools, public libraries and other public buildings included in Exhibit 4 along the Cable System plant route, attached hereto and made a part hereof, and any other public buildings and schools along the Cable System plant route as designated in writing by the Issuing Authority. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town or any designated institution for the standard installation and provision of said Basic Service and related maintenance.

(b) The Licensee shall supply one (1) Converter for each Outlet, without charge to the Town and/or the Access Corporation, if required for the reception of monthly Basic Service. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the Town shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such a Drop or Outlet, prior to any such installation. The Licensee shall install such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority.

(d) The Licensee shall not be responsible for installation or maintenance of any internal wiring within said public buildings.

[see section 11.2]

[as discussed the social contract expired]

**Comment:** keep notice requirement

**Deleted:** Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice, in a typeface that can be easily read and understood by Subscribers. The Licensee shall inform its Subscribers of which of its services requires a Converter and which of its services do not require a Converter.

**Deleted:** Broadband service

**Formatted:** Bullets and Numbering

**Formatted:** Bullets and Numbering

**Comment:** except wiring serving the Public Access studio

**Comment:** move this to 11.2

**Comment:** Needs description of the services Comcast says it continued following of the termination of the Social Contract

**Deleted:** Section 6.6 --- CHANGES IN CABLE TELEVISION TECHNOLOGY ¶  
(a) At the performance evaluation hearing(s), pursuant to (Section 11.2 infra), at the Issuing Authority's request, the Licensee shall review with the Issuing Authority changes in relevant cable television technology (as defined below) that might benefit Buckland Subscribers. For purposes of this section, "relevant cable television technology" shall be defined as those technologies that the Licensee and the Issuing Authority shall, in good faith, agree to be included in said annual hearing. Such technologies shall include, but not be limited to, Subscriber Converters optimally compatible with VCRs/DVRs and cable-ready television sets, high-definition television, digital compression, remote control devices and new Scrambling/descrambling processes. ¶

(b) Notwithstanding the annual requirements of paragraph (a) above, the Licensee shall keep the Issuing Authority up-to-date on those technological developments that could have an impact on Buckland Subscribers including, but not limited to, new Subscriber equipment for the home. ¶

**Deleted:** Section 6.7 --- FCC SOCIAL CONTRACT ¶  
The Licensee shall give the Issuing Authority written notice of the expiration of the FCC Social Contract (see Exhibit 8) a minimum of one (1) year prior to said expiration. Said notice shall include a statement as to the effect of said expiration on Buckland Subscrib[er] ... [10]

## **ARTICLE 7**

### **PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

#### **FACILITIES AND SUPPORT**

##### **Section 7.1 --- PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

The Access Corporation, as designated by the Issuing Authority, shall continue to be responsible for the provision of public, educational and governmental access facilities and equipment to the residents of the Town, pursuant to the provisions of this Article 7 herein.

##### **Section 7.2 --- ACCESS CORPORATION**

The Access Corporation 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 7.3 below;
- (2) Manage the annual funding, pursuant to Section 7.4 below;
- (3) Purchase and/or lease equipment, with the funds allocated for such purposes in Section 7.5 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 Users in the production of 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 7.3---PEG ACCESS CHANNELS**

- (a) Upon the Effective Date of this Renewal License, the Licensee shall continue to make available to the Access Corporation one (1) Downstream Channel and one (1) Upstream Channel for PEG Access purposes.
- (b) The Licensee shall continue to make available to the Access Corporation one (1) additional Downstream Channel and one (1) additional Upstream Channel; provided, however, that said additional

Upstream Channel shall be made available if the Licensee, at its sole discretion, in good faith, has such additional Upstream Channel available.

(c) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Town and/or the Access Corporation, and shall be subject to the control and management of the Access Corporation.

(d) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels without advance, written notice to the Issuing Authority and the Access Corporation.

Section 7.4 --- ANNUAL SUPPORT FOR PEG ACCESS [5% annual payment is OPEN ISSUE]

(a) The Licensee shall provide annual funding to the Access Corporation [ please clarify whether payment will continue to be made to access corporation or the Town] equal to 5% of the Licensee's Gross Annual Revenues, for PEG Access purposes, to be used for, among other things, salary, operating and other related expenses connected with PEG Access programming and operations. The following annual funding shall not include applicable license fees to the Town, the State and/or the FCC.

Comment: Yes to Access Corp

(b) Said annual PEG Access payments shall continue to be made to the Access Corporation on a quarterly basis (March 15th, June 15th, September 15th and December 15th).

(c) The first payment to the Issuing Authority under this Section 7.4 shall be made no later than \_\_\_\_\_, and shall constitute five percent (5%) of the Licensee's Gross Annual Revenues for the period of effective date through \_\_\_\_\_. Thereafter, payments shall be made in accordance with Section 7.4(b) above. The final payment to the Issuing Authority under this Section 7.4 shall be made no later than \_\_\_\_\_, and shall constitute five percent (5%) of the Licensee's Gross Annual Revenues for the period of \_\_\_\_\_ through \_\_\_\_\_.

(d) The Licensee shall file with each such quarterly payment a statement certified by a financial officer of the Licensee documenting, in reasonable detail in the form contained in Exhibit 5 attached hereto, the total of all Gross Annual Revenues received by the Licensee during the preceding three (3) month period. If the Licensee's total annual payment to the Access Corporation was less than five percent (5 %) of its Gross Annual Revenues, less applicable license fees, for the previous year, it shall pay any balance due to the Access Corporation no later than March 15th. Said statement shall include all of the general categories comprising Gross Annual Revenues as defined in Section 1.1 (23) supra.

Deleted: derived

(e) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay the Access Corporation an amount equal to five percent (5%) of such Person's Gross Annual Revenues. If the Licensee collects revenues for said Person, then the Licensee shall collect said five (5 %) payment on the Gross Annual Revenues of said Person and shall pay said amounts to the Access Corporation along with the Licensee's five percent (5%) access payments pursuant to Section 7.4(a) herein. If the Licensee does not collect the revenues for a Person that distributes any Service over the System, then the Licensee shall notify any such Person of this five

percent (5 % ) payment requirement and shall notify the Access Corporation of such use of the Cable System by such Person(s).

(f) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of ~~the Prime Rate per month, or portions thereof.~~

**Deleted:** two percent (2 %) above

Section 7.5 --- PEG ACCESS EQUIPMENT/FACILITIES FUNDING ~~[OPEN ISSUE – Comcast current offer is \$7500.]~~

**Comment:** Not acceptable

(a) The Licensee shall provide the Access Corporation with Buckland funding totaling Thirty Thousand Dollars (\$ 30,000.00) for the purchase and/or lease of PEG Access equipment and PEG Access studio renovations. Said funding shall be paid to the Access Corporation in equal installments of Ten Thousand Dollars (\$10,000.00) in each of the first three years of this license agreement. The first payment shall be due within 30 days of the effective date of this agreement, and the subsequent payments shall be due on the next two anniversary dates of this agreement.

(b) There shall be no charges to the ~~Issuing Authority, the~~ Town and/or the Access Corporation for said PEG Access equipment/facilities costs. ~~The Licensee reserves the right to pass through PEG Access equipment/facilities costs associated with this Renewal License to Subscribers in accordance with applicable law and regulations.~~

**Comment:** ok

**Deleted:** Pass-through costs, if any, to Subscribers shall be made in accordance with the FRC Settlement.

(c) In no case shall the equipment funding be counted against either the annual PEG Access payment, pursuant to Section 7.4 supra, or any License Fee payment, required by Section 8.1 infra, or any other fees or payments required by applicable law.

(d) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue from the date due and be paid to the Access Corporation at the annual rate of ~~the Prime Rate per month.~~

**Deleted:** two percent (2 %) above

**Deleted:** or portions thereof.

#### Section 7.6 --- EQUIPMENT OWNERSHIP

The Access Corporation shall own all PEG Access equipment purchased with funding pursuant to Section 7.5 supra. The Licensee shall have no obligation to maintain, insure, replace or repair any such PEG Access equipment.

#### Section 7.7 --- ORIGATION LOCATIONS ~~[OPEN ISSUE – location of origination locations]~~

(a) The Licensee shall continue to provide ~~Origination Capability from the~~ following locations in order that PEG Access Programming may originate from said locations:

**Deleted:** adequate

**Deleted:** upstream capacity to the

In Buckland

- (1)Town Hall: Board of Selectmen's Office – 17 State Street
- (2)Mohawk Trail Regional High School – 24 Ashfield Road
- (3)Mohawk Trail Regional High School Football Field – Ashfield Road
- (4)Buckland Public Hall – 15 Upper Street
- (5)Buckland Public Library – 30 Upper Street

**Comment:** Keep this location – public safety issue

**Deleted:** 6)Shelburne Falls Fire District – 121 State Street

~~[OPEN ISSUE]~~

[return line maintenance costs are passed through to subscribers in accordance with applicable state and federal law].

(c) In addition to those modulators installed at the Access Corporation's studio at Mohawk Trail Regional High School, the Licensee shall continue to provide the Access Corporation three agile modulators for use at the above origination sites, with the exception of the Buckland Fire Department on State Street. Said modulators shall be owned, maintained, repaired and replaced, if necessary, by the Licensee, at its sole cost and expense, throughout the entire term of this Renewal License. Any modulators in excess of the stated number that are owned by the Access Corporation shall be the sole responsibility of the Access Corporation. [OPEN ISSUE]  
[see Section 8.5, which is a comprehensive recomputation section].

#### Section 7.9 --- PEG ACCESS PAYMENTS [see §7.5] [OK]

All payments required hereunder in Sections 7.4 and 7.5 shall be made by the Licensee directly to the Access Corporation, with a copy of said payments sent to the Issuing Authority.

#### Section 7.10 --- PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. The Access Corporation shall be responsible for the picture quality of all PEG Access Programming.

#### Section 7.11 --- ACCESS CABLECASTING

(a) In order that the Access Corporation can cablecast its Programming over the PEG Access Downstream Channels, all PEG Programming shall be modulated, then transmitted from any location, identified in Section 7.7, with Origination Capability to the Licensee's Headend, on the Upstream Channel(s) made available, without charge, to the Town and the Access Corporation for their use. At the Headend, such Programming shall be processed and transmitted downstream on the designated PEG Access Channel.

[see 7.3].

(b) The Licensee shall provide the Access Corporation with the capability to ensure that said Programming is properly switched, either manually or electronically, to the appropriate Downstream Channel, in an efficient and timely manner. At the Headend, said PEG Access Programming shall be retransmitted in the downstream direction on the PEG Access Channel. The Licensee shall not charge the Access Corporation for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall provide and maintain all necessary processing equipment in order to switch Signals from the Access Corporation to the PEG Access Channel. The demarcation point between the equipment owned, operated and maintained by the Licensee and the equipment owned, operated and maintained by the issuing Authority or its designee shall be the output of the modulator or equivalent

**Comment:** keep

**Deleted:** (b) Pursuant to the FRC Settlement, there shall be no charges to the Town and/or the Access Corporation for said origination locations, nor shall the Licensee pass-through any costs to Subscribers

**Deleted:** ¶

**Comment:** keep

**Deleted:** A new agile modulator shall be provided by the Licensee for the State Street fire department.

**Deleted:** The Access Corporation's use of said modulators shall not affect signal quality to Town Subscribers. In the event that there are problems associated with the Access Corporation's use of said portable modulators, the Licensee shall provide the Access Corporation with permanent modulator(s) at said origination sites. Pass-through costs related to such permanent modulators, if any, to Subscribers shall be made in accordance with the FRC Settlement. The Access Corporation shall exercise reasonable care in its use of said ... [11]

**Comment:** 36 months

**Deleted:** Section 7.8 --- ... [12]

**Deleted:** ¶ ... [13]

**Inserted:** , provided however ... [14]

**Inserted:** (12) months from th ... [15]

**Inserted:** prime

**Deleted:** of three percent (3 % ... [16]

**Deleted:** per month

**Deleted:** , or portions thereof,

**Deleted:** during the period tha ... [17]

**Comment:** Keep in

**Deleted:** Access Corporation studio

**Deleted:** one of

**Deleted:** PEG Access Program ... [18]

**Deleted:** is again

**Deleted:** If the Licensee choos ... [19]

**Deleted:** ¶

**Inserted:** ¶

**Deleted:** one of the two (2) ... [20]

**Deleted:** (s

**Deleted:** )

**Deleted:** Upstream

**Deleted:** designated Downstream

**Comment:** input



device used for video Signal transport. Nothing herein shall require the Licensee to provide end-user equipment. [open for discussion – review of Amherst language may be of interest to the town]

#### Section 7.12 --- CENSORSHIP

The Licensee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

### ARTICLE 8

#### LICENSE FEES

##### Section 8.1 --- LICENSE FEE ENTITLEMENT

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated on the last day of each year of the term of this Renewal License.

[language is not necessary, as the license fee is paid in accordance with 166A, §9 – if that statute changes, then the requirement would change]

(c) The Licensee shall not be liable for a total License Fee 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 include the PEG Access annual operating funding (Section 7.4), but shall not include the following: (i) the PEG Access Equipment/Facilities funding herein (Section 7.5); (ii) any interest due herein to the Town because of late payments; (iv) any liquidated damages herein (Section 11.2).

##### Section 8.2 --- PAYMENT

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

##### Section 8.3 --- OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other

**Comment:** keep

**Deleted:** (b) In the event that the Town can collect a License Fee in the future expressed as a percentage, the Licensee shall (i) immediately commence paying such a percentage License Fee to the Town in accordance with applicable law and based on Gross Annual Revenues as defined in this Renewal License and (ii) file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by an authorized financial officer of the Licensee documenting, in reasonable detail pursuant to Section 13.3(b) infra, the total of all Gross Annual Revenues derived during the previous year. Unless specified otherwise by applicable law, the Licensee shall make such Gross Annual Revenue percentage payments to the Town annually, on or before each anniversary of the Effective Date of this Renewal License.

**Deleted:** ¶

**Deleted:** iii) the Senior Discount pursuant to Section 9.5 infra; and/or

assessment of any kind on any Person (other than the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

(c) The Licensee hereby agrees that the term "franchise fee" does not include the items in Section 622(g)(2)(A) through (E) of the Cable Act.

#### Section 8.4---LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 8.1 above, interest due on such fee shall accrue from the date due at the rate Prime Rate per month. Any payments to the Town pursuant to this Section 8.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 8.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

**Deleted:** of two percent (2 % ) above the annual

**Deleted:** , or portions thereof

#### Section 8.5---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 8.5. 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 one year after the License 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 twenty-one (21) days, upon receiving a written request from the Issuing Authority, to provide the Town 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). provided however that such inspection shall take place within twelve (12) months from the date that the Town receives such payment, after which such payment shall be deemed final. 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, and the Licensee shall contribute to the costs of such audit in an amount not to exceed Two Thousand Dollars (\$2,000.00). The interest on such additional fee shall be charged from the due date at the Prime Rate per month, or portions thereof, during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next License Fee payment to the Town, without interest charges of any kind.

**Comment:** keep

**Deleted:** and the Licensee shall contribute to the costs of such audit up to the amount determined by such audit to be due and payable.

**Deleted:** rate of two percent (2%) above the

**Deleted:** If requested by the Issuing Authority, the Licensee shall be required to demonstrate that use or operation of the Cable System by an Affiliate is fair and competitive compared -to such use by other third-parties. Should the Issuing Authority subsequently determine otherwise, the Licensee shall enter into good faith negotiations to resolve any dispute(s) regarding gross revenue discrepancies on account of such a relationship.

#### Section 8.6---AFFILIATES USE OF SYSTEM

The Licensee shall not permit the use or operation of the Cable System by Affiliates on terms which result in a diversion of revenues from operation of the Cable System to the detriment of the Town under this Renewal License.

#### Section 8.7---METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and deposited with the Town Treasurer. [VERIFY WITH FALLS CABLE]

Comment: correct

### ARTICLE 9

#### RATES AND CHARGES

##### Section 9.1---RATE REGULATION

The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

##### Section 9.2---NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached hereto as Exhibit 6.

##### Section 9.3---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. 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 maintaining subscribers.

##### Section 9.4---CREDIT FOR SERVICE INTERRUPTION

In the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate in accordance with applicable law. [senior discount is a rate and should not be included in the agreement Comcast would agree to put this type of language in a side letter of agreement].

Comment: leave in sr discount

Deleted:

Inserted:

## INSURANCE AND BONDS

### Section 10.1---INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, on an annual basis, copies of the certificates of insurance for the following policies:

(1) A general commercial liability policy naming the Town, its officers, boards, commissions, committees, agents and/or employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence.

(2) A property damage insurance policy naming the Town, its officers, boards, commissions, committees, agents and/or employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1, 000,000.00) for damage to the property of any one person in any one occurrence.

(3) A general liability policy with excess liability of Five Million Dollars (\$5,000,000.00), in umbrella form.

(4) Automobile liability insurance for owned automobiles, non-owned automobiles and/or rented automobiles in the amount of:

(a) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(b) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person;  
and

(c) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(5) Worker's Compensation in the minimum amount of the statutory limit.

(6) The following conditions shall apply to the insurance policies required herein:

(a) Such insurance shall commence no later than the Effective Date of this Renewal License.

(b) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(d) This Renewal License may, after hearing [pursuant to Section 12.1](#), be revoked for the Licensee's failure to obtain or maintain the required insurance under this Renewal License.

## Section 10.2---PERFORMANCE BOND

(a) In accordance with applicable law, the Licensee shall maintain, without charge to the Town, throughout the term of the Renewal Franchise a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations pursuant to MGL c. 166A, §5(k) imposed by this Renewal License. [the agreement is with the town, not the access corporation]

**Comment:** keep

**Deleted:** and/or the Access Corporation

[MGL c. 166A, §5(k)]

Before commencing construction it shall submit to the issuing authority a bond, with corporate surety satisfactory to such authority. The conditions and terms of said bond shall be:

**Comment:** ok to insertion

(1) the satisfactory completion of installation and operation of the system in accordance with the provisions of subsections (a), (m) and (n);

(2) the indemnity of the city or town in accordance with the provisions of subsection (b);

(3) the satisfactory removal of its system in accordance with the provisions of subsection (f);

(4) the satisfactory restoration of pavements, sidewalks, and other improvements in accordance with the provisions of subsection (g).]

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of the Issuing Authority, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation and/or removal of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Sections 12.1 and 12.2.

**Comment:** ok

**Deleted:** any department, agency, commission, board, division or office of the Town having jurisdiction over its acts

(c) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

## Section 10.3---REPORTING

Upon request, on an annual basis, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding all insurance policies, and the performance bond required herein.

#### Section 10.4---INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees and/or residents of the Town against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder provided that the Issuing Authority shall give to the Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority for which indemnification is sought. ["reasonable attorney's fees" is broad language used to address indemnification issues and "timely written notice" is a reasonable means to provide notice requiring indemnification]

**Comment:** explain this change

**Deleted:** all out-of-pocket expenses, such as attorneys' fees, including the reasonable value of any services rendered by the Town Counsel. In the event that the Town employs outside counsel for the purposes set forth herein, the Licensee shall pay the costs of such outside counsel for such services. ¶

#### Section 10.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and the performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein

### ARTICLE 11

#### ADMINISTRATION AND REGULATION

##### Section 11.1---REGULATORY AUTHORITY

(a) The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 12.1 infra.

**Comment:** ok to delete



## Section 11.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing every year within sixty (60) days of each anniversary of the Effective Date of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things:

**Deleted:** (b) The Licensee may meet with the Advisory Committee, on a quarterly basis, as scheduled by the Advisory Committee, to review the Licensee's operations in the Town. Either party may request a meeting at any other time as well. ¶

(i) review the Licensee's compliance with the terms and conditions of this Renewal License, with emphasis on PEG Access Channels, facilities and support; customer service and complaint response;

[the purpose of such a hearing is to determine compliance with the terms and conditions of the license. While the company is open to discussions regarding new and relevant technology, this should not be referenced in a license agreement and ultimately subject the company to non-compliance]

**Comment:** from 6.6

**Comment:** ok

**Deleted:** (ii) review changes in relevant cable television technology (as defined below) that might benefit Buckland Subscribers. For purposes of this section, "relevant cable television technology" shall be defined as those technologies that the Licensee and the Issuing Authority shall, in good faith, agree to be included in said annual hearing. Such technologies shall include, but not be limited to, Subscriber Converters optimally compatible with VCRs/DVRs and cable-ready television sets, high-definition television, digital compression, remote control devices and new Scrambling/descrambling processes and those technological developments that could have an impact on Buckland Subscribers including, but not limited to, new Subscriber equipment for the home;

**Deleted:** Programming; (ii) review current technological developments in the cable television field, pursuant to Section 6.6 supra;

**Deleted:** and with the Commonwealth Telecommunications Office

**Inserted:** and with the Commonwealth Telecommunications Office

**Comment:** should be INadequacies

and (iii) hear comments, suggestions and/or complaints from the public. The Issuing Authority shall provide the Licensee with twenty-one (21) days advance, written notice regarding compliance matters.

(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 operation, maintenance and/or removal 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 as are reasonably requested from the Town. 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 the adequacy of Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one copy with the Town Clerk's Office, [the DTC would not be involved in the process until an appeal or through any type of revocation proceeding]. If inadequacies are found 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, pursuant to Section 11.1 infra. In the event that 1.) no inadequacies are identified or 2.) the Issuing Authority does not provide a written report to the Licensee, then the parties agree that Licensee has been in compliance with the terms of this Renewal License.

## Section 11.3---NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License.

## Section 11.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at

the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

#### Section 11.5---REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Comment: keep in

#### Section 11.7---JURISDICTION

Jurisdiction and venue over any dispute, action or suit arising directly from this Renewal License shall be in any court of appropriate venue and subject matter jurisdiction located in the State of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

**Deleted:** Section 11.6---INSPECTION ¶  
The Issuing Authority or its designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the Town at reasonable times and under ¶  
reasonable circumstances. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Licensee. The Licensee shall be entitled to have a representative present during such inspections. ¶

### ARTICLE 12

#### DETERMINATION OF BREACH

#### LIQUIDATED DAMAGES-LICENSE REVOCATION

#### Section 12.1---DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the 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 the 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. The 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 the 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. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; and/or (iii) the Issuing Authority is not reasonably satisfied with (1) the Licensee's

Comment: leave in

response pursuant to Section 12.1(a) above and/or (2) the Licensee's efforts to cure pursuant to Section 12.1(b) above, 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 the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, 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 the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) assess liquidated damages in accordance with the schedule set forth in Section 12.2 below;
- (ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (iii) commence an action at law for monetary damages;
- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein;
- (v) declare the Renewal License to be revoked subject to Section 12.3 below and applicable law;
- (vi) invoke any other lawful remedy available to the Town.

#### Section 12.2---LIQUIDATED DAMAGES

(A) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to [the provisions of](#) Section 12.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 12.1(d) above.

(1) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 3.1 herein, two hundred dollars (\$200.00) per day, for each day that any such non-compliance continues. .

**Comment:** keep in

[\[see section 7.5\(d\)\]](#) [\[the penalty is included in the interest payment\]](#) (3) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 13.5 infra, and Exhibit 7 attached hereto, one hundred dollars (\$100.00) per day that any such noncompliance continues.

**Comment:** explain this reference

**Deleted:** (2) For failure to comply with the PEG Access programming and equipment provisions in accordance with the timelines in Article 7 herein, two hundred sixty dollars (\$260.00) per day, for each day that any such non-compliance continues.

(4) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Section 6.5 and/or Exhibit 7 attached hereto, fifty dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(5) For failure to submit reports, pursuant to Article 14 herein, fifty dollars (\$50.00) per day that any of said reports are not submitted as required.

(B) Such liquidated damages shall not be a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to Section 12.1 above, the collection of such

liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.

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

#### Section 12.3---REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law, in the event that the Licensee fails to comply with any material provision of this Renewal License, pursuant and subject to the provisions of and subject to the provisions Section 12.1 supra, the Issuing Authority may revoke the Renewal License granted herein.

#### Section 12.4---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 12.1 and 12.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License. In the event of any termination, the Town shall have all of the rights provided in this Renewal License.

#### Section 12.5---NOTICE OF LEGAL ACTION

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first (i) give the other party reasonable notice that an action will be filed, (ii) meet with the other party promptly before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party and/or its representative(s).

#### Section 12.6---NON-EXCLUSIVITY OF REMEDY

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

#### Section 12.7---NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority, the Town or the Licensee 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 Town under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, Town or the

Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) 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. It is the responsibility of the Issuing Authority to notify Licensee of any potential breach in a timely fashion as soon as practical after the Issuing Authority or Town becomes aware of said potential breach.

Comment: ok

## ARTICLE 13

### SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

#### Section 13.1--- TELEPHONE ACCESS

(a) The Licensee's main customer service office(s) shall have a publicly listed toll-free telephone number for its Buckland Subscribers, unless required otherwise to be a local telephone number by applicable law.

(b) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(c) A Subscriber shall receive a busy signal less than three percent (3%) of the time that the Licensee's customer service office is open for business, pursuant to Section 13.1 above, measured on a quarterly basis, under normal operating conditions.

(d) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

#### Section 13.2---CUSTOMER SERVICE CALL CENTER

(a) The Licensee shall maintain and operate a customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) In the event that the Licensee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Licensee shall log all such after-hours calls. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

#### Section 13.3--INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s) to Buckland residents who request Service within seven (7) days of said request, provided that said request is for a standard aerial installation.

(b) In arranging appointments for either installation visits or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice as to whether said installation visit or service call will occur in the appointed morning, afternoon or, if applicable, evening time blocks. Failure of the Licensee through its own fault to install cable or make the service call as scheduled shall require the Licensee to offer automatically a priority cable installation or service call to the affected resident or Subscriber at a time mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless mutually agreed to otherwise by said Subscriber and the Licensee. (c) The Licensee shall make installation and service calls to its Subscribers during Normal Business Hours. From time to time, the Licensee may change said service call hours to meet Subscriber's needs; (d) The Licensee shall respond to all requests for service or repair that are received during Normal Business Hours on a first-come, first serve basis. All of such requests shall be handled on the same day, if possible, but in all instances, requests for service calls shall be responded to within twenty-four (24) hours of said original call Monday-Friday. Verification of the problem and resolution shall occur promptly.

(e) A Subscriber complaint or request for service received after Normal Business Hours shall be responded to the next business day.

(f) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar complaint calls or a number of calls coming from the same area.

(g) System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(h) The Licensee shall remove all Subscriber Drop Cables, within seven (7) days of receiving a request from a Subscriber to do so.

**Comment:** leave in

**Deleted:** The Licensee shall promptly notify residents and Subscribers in writing or by telephone of their right to a priority cable installation or service call in the event that the Licensee fails to make such scheduled call(s). ¶

**Deleted:** provided, however, that the Licensee shall provide written notice to the Issuing Authority of any and all such changes prior to any and all such changes as far in advance as reasonably possible. ¶

#### Section 13.4---FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as Exhibit 7 .

#### Section 13.5---BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as Exhibit 6, as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Form of Bill
- (iv) Advance Billing, Issuance of Bills;
- (vii) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (viii) Charges for Disconnection or Downgrading of Service;
- (ix) Billing Disputes;
- (x) Security Deposits

**Comment:** ok covered by statute

#### Section 13.6---COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such complaints, and annually to all Subscribers.

**Deleted:** <#>A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.¶  
<#>The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.¶  
Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account. ¶



(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any multiple complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of complaints.

#### Section 13.7---REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices which are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

#### Section 13.8---EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to display at all times an employee identification card issued by the Licensee and bearing a picture of said employee.

**Comment:** keep in

**Deleted:** If such employee(s) is not wearing such a photo-identification card and, as a result, is not admitted to a Subscriber's home, the licensee shall be considered to have missed the service visit.

#### Section 13.9---PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Article 13 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

(d) The Licensee shall notify all third parties who offer Cable Services in conjunction with the Licensee, or independently over the Cable Television System, of the subscriber privacy requirements contained in this Renewal License.

#### Section 13.10---PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any Cable Service or other Service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

#### Section 13.11---MONITORING

(a) Neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. The Licensee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable State and/or federal law(s).

#### Section 13.12---DISTRIBUTION OF SUBSCRIBER INFORMATION

The Licensee and its agents and/or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Licensee not to disclose to any third party data identifying the Subscriber either by name or address and the Licensee shall abide by this request.

#### Section 13.13---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by §631 of the Cable Act or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

#### Section 13.14---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed in writing to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

## Section 13.15---PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall periodically review this Article 13 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

## ARTICLE 14

### REPORTS, AUDITS AND PERFORMANCE TESTS

#### Section 14.1---GENERAL

(a) Subject to paragraph (b) below, upon the written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information regarding the Licensee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

#### Section 14.2---FINANCIAL REPORTS

In accordance with applicable law, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with the following:

(a) A statement of the Licensee's Gross Annual Revenues, as defined by Section 1.1(25) supra, as reported on Exhibit 5 including specific information regarding, among other things, each of the following: Subscriber installation revenues, regular Subscriber revenues, Premium and Pay-Per-View Subscriber revenues, other Subscriber revenues, advertising revenues and other revenues for the provision of cable services for the Buckland Cable System, attested to by an authorized representative of the Licensee. [see definition of gross annual revenue in 1.1(25).]

(b) A financial balance sheet (Commission Form 200) and statement of ownership; and

(c) Any other reports required by applicable State and/or federal law.

#### Section 14.3---CABLE SYSTEM INFORMATION

Upon written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, [we should discuss this section] (i) the number of Basic Service Subscribers, [Deleted: and Pay Cable]

**Deleted:** and Pay Cable

**Deleted:** (ii) the number of Potential Subscribers passed and (iii) the number of Cable System plant miles completed.

**Comment:** keep in

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#### Section 14.4---IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with Section 13.2 and Section 13.5 herein, the Licensee shall provide, upon the written request of the Issuing Authority, with a report of telephone traffic generated from an in-house automated call accounting or call tracking system.

#### Section 14.5---INDIVIDUAL COMPLAINT REPORTS

The Licensee shall, within ten (10) business days after receiving a written request from the Issuing Authority, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

#### Section 14.6---ANNUAL PERFORMANCE TESTS

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

#### Section 14.7---QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which casts such doubt(s), in a written notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

#### Section 14.8---DUAL FILINGS

(a) If requested in writing, the Licensee shall make available to the Town at the Licensee's expense, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

(b) In the event that either the Issuing Authority or the Licensee requests from any State or federal agency or commission a waiver or advisory opinion, it shall immediately notify the other party in writing of said request, petition or waiver.

#### Section 14.9---INVESTIGATION

The Licensee and any Person(s) and/or entity subject to its control shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License. The Licensee shall also make good faith efforts to secure the cooperation of any other Affiliated Person(s) in any such lawful investigation, audit or inquiry.

### **ARTICLE 15**

#### **EMPLOYMENT**

#### Section 15.1--- EQUAL EMPLOYMENT OPPORTUNITY

The Licensee shall comply with all laws and regulations with respect to Equal Employment Opportunities.

#### Section 15.2---NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

### **ARTICLE 16**

#### **MISCELLANEOUS PROVISIONS**

##### Section 16.1---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 orally but only by an instrument in writing executed by the parties.

##### Section 16.2---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 captions shall not affect the meaning or interpretation of the Renewal License.

##### Section 16.3---SEPARABILITY

If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal License.

##### Section 16.4---ACTS OR OMISSIONS OF AFFILIATES

During the term of this Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

##### Section 16.5---RENEWAL LICENSE EXHIBITS

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License, unless such Exhibits are noted for informational purposes only.

##### Section 16.6---WARRANTIES

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

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State; and

(ii) The 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 Execution Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License.

#### Section 16.7---FORCE MAJEURE

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; unavailability of essential equipment, services and/or materials beyond the control of the Licensee; and any other matters beyond the reasonable control of the Licensee.

#### Section 16.8---REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B Switch") at no charge to allow said Subscriber to choose between cable and non-cable television reception.

#### Section 16.9---SUBSCRIBER TELEVISION SETS

The Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

#### Section 16.10---APPLICABILITY OF RENEWAL LICENSE

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

#### Section 16.11---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to:

Board of Selectmen, Town Hall, 17 State Street, Buckland, MA 01370

or such other address as the Issuing Authority may specify in writing to the Licensee, with a copy of such notice to the Town Counsel. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Vice President of Government Affairs, Comcast Cable Communications, Inc., 3303 Main Street, Springfield, Massachusetts 01107, with a copy to the Vice-President of Government Relations, 676 Island Pond Road, Manchester, New Hampshire 03109, and a copy to: Comcast Cable Communications, Inc., Attn: Government Affairs, One Comcast Center, Philadelphia, PA 19103, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(c) Whenever notice of any public hearing relating to the Cable System is required by law or regulation, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, as may be required in accordance with applicable law.

Comment: ok

**Deleted:** (d) The Licensee shall also identify hearing(s) by periodic announcement on a Local Origination channel, if one is programmed, for five (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information. ¶

(e) Subject to subsection (c) above, all required notices shall be in writing.

#### Section 16.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License.

#### Section 16.13---TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

#### Section 16.14---TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.



## **EXHIBITS**

Deleted: EXHIBIT 1 ¶  
¶  
DEPARTMENT OF PUBLIC WORKS  
REGULATIONS¶  
¶  
{See Attached}¶  
This exhibit is not applicable. ¶

## **EXHIBIT 2**

### **PROGRAMMING AND INITIAL SIGNAL CARRIAGE**

The Licensee shall provide the following broad categories of programming:

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

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Effective Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

{ See Attached }

**Deleted: EXHIBIT 3 ¶**

¶  
VIDEO CASSETTE RECORDER (VCR)¶

DIGITAL VIDEO RECORDER (DVD)¶

POLICIES AND OPTIONS¶

¶

¶

¶

{See Attached}¶

## EXHIBIT 4

### FREE DROPS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

The following public buildings and schools shall receive the following Drops and/or Outlets and monthly Service at no charge:

#### Public Buildings in Buckland

Buckland Town Office – 17 State Street  
Buckland Police Department – 69 ½ Conway Street  
Buckland Public Library – 30 Upper Street  
Shelburne Falls Fire Station – 121 State Street  
Buckland Fire Department – 3 Hodgen Road  
Buckland Public Hall (Meeting House) – 15 Upper Street  
Mohawk Trail Regional High School – 26 Ashfield Road

Is there a current drop in this location?

Comment: retain- yes

Deleted: MTRHS football field – 26  
Ashfield Road (Route 112)

**EXHIBIT 5**

**GROSS ANNUAL REVENUES REPORTING FORM**

{ See Attached }

**EXHIBIT 6**

207 CMR 10.00

{ See Attached }



## EXHIBIT 7

### FCC CUSTOMER SERVICE OBLIGATIONS

{ See Attached }

**Comment:** retain for historical reference

|

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**Deleted: EXHIBIT 8 ¶**  
¶  
Social Contract for Comcast  
Communications¶  
¶  
¶  
¶  
{ See Attached }

## **SIGNATURE PAGE**

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Buckland, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast of Massachusetts/Virginia, Inc. ("Comcast").

The Town of Buckland, MA

BY: The Buckland Board of Selectmen, as Issuing Authority  
DATED: \_\_\_\_\_

Comcast of Massachusetts/Virginia, Inc. ("Comcast")

BY: Kevin Casey  
TITLE: President  
NorthCentral Division

|  
DATED: \_\_\_\_\_

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EXHIBIT 1.....		43443
DEPARTMENT OF PUBLIC WORKS REGULATIONS.....		43443

Page 12: [2] Comment	LS	10/28/2009 8:42 PM
define CA – is this all miles constructed, or only those recently constructed?		

Page 12: [3] Comment	LS	10/28/2009 8:42 PM
add definition of what primary service area includes		

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<b>where Licensee is obligated to provide cable service without a contribution in aid of construction</b>		

Page 12: [5] Comment	LS	10/28/2009 8:42 PM
should be 8 since take rate is 50%		

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minimum number of Potential Subscribers per mile which would require the <b>Licensee to provide service without a contribution in aid of construction</b>		

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Default, Left, No bullets or numbering		

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<p>During the three (3) year period commencing with the completion of any particular line extension contemplated in subsection (a) above, the Licensee shall pay a pro-rata refund, less any appropriate administrative costs incurred by the Licensee, to any previous Subscribers who made a contribution in aid of construction, as new Subscribers, who make a contribution in aid, are added to that particular line extension; provided, however, that the Licensee need only make good faith efforts to locate such previous Subscribers.</p> <p>The amount of refund shall be determined by application of the line extension formula, contained in Section 4.3 (c) above, reducing the per capita contribution in aid of construction each time a new Subscriber is added. Any refunds shall be paid annually to Subscribers, or former Subscribers, entitled to receive such a refund. The Licensee shall make available to the Issuing Authority or its designee(s), upon request, on an annual basis, the names, addresses and exact contribution in aid of construction of each new Subscriber in a line extension area. In the event that the Licensee is unable to locate Subscribers entitled to a refund, said refund, less administrative costs, shall be returned or credited to existing Subscribers in said line extension area, on a pro-rata basis.</p>		

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<p>however, that if there are any unusual costs associated with providing Service to such establishments, the prospective commercial Subscriber shall pay such costs; provided, further, that the Licensee has reasonable access to conduits, poles and/or other appropriate facilities.</p>		

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## **Section 6.7 --- FCC SOCIAL CONTRACT**

The Licensee shall give the Issuing Authority written notice of the expiration of the FCC Social Contract (see Exhibit 8) a minimum of one (1) year prior to said expiration. Said notice shall include a statement as to the effect of said expiration on Buckland Subscribers and shall describe the Licensee's plans to, among other things, continue or discontinue providing free Internet access service(s) to the Mohawk Trail Regional School District.

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The Access Corporation's use of said modulators shall not affect signal quality to Town Subscribers. In the event that there are problems associated with the Access Corporation's use of said portable modulators, the Licensee shall provide the Access Corporation with permanent modulator(s) at said origination sites. Pass-through costs related to such permanent modulators, if any, to Subscribers shall be made in accordance with the FRC Settlement. The Access Corporation shall exercise reasonable care in its use of said modulator(s)

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Stephen P. Fitzgibbons

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## **Section 7.8 --- RECOMPUTATION**

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 Article 7. The Issuing Authority, or an independent certified public accountant hired by the Issuing Authority shall have the right to inspect any and all records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of the payments tendered hereunder, provided however that such inspection shall take place within twelve (12) months from the date that the Town receives such payment, after which such payment shall be deemed final. If, after such inspection, an additional payment is owed, such payment shall be paid within thirty (30) days after any recomputation. The interest on such additional payment shall be charged from the original due date at the prime rate

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, provided however that such inspection shall take place within twelve

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(12) months from the date that the Town receives such payment, after which such payment shall be deemed final.

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of three percent (3 %) above the Prime Rate

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during the period that such additional amount is owed. If, after such inspection, the Licensee has overpaid, such overpayment shall be credited against the next quarterly payment to the Access Corporation, without interest charges of any kind.

PEG Access Programming is then modulated and assigned to the proper Headend upstream fiberoptic channel.

If the Licensee chooses to abandon fiberoptic means to transmit the PEG Access signal for some other technology (such as IP, Internet Protocol), they must provide and maintain all equipment necessary to allow the access corporation to continue to provide PEG Access programming in accordance with the provisions of this contract.

one of the two (2) Downstream