CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

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

THE BOARD OF SELECTMEN

TOWN OF SANDWICH,

MASSACHUSETTS

JULY 28, 2011

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AGREEMENT

This Cable Television Renewal License entered into this 28th day of July, 2011, by and between the Board of Selectmen of the Town of Sandwich, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC ("Comcast").

WITNESSETH

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

WHEREAS, the Town of Sandwich participated in the cable television renewal process with a number of other Cape Cod communities, referred to herein as the Cape Cod Cable Television Consortium (the "Renewal Consortium"); and

WHEREAS, the Issuing Authority conducted two (2) public hearings, pursuant to Section 626 of the Cable Act, on June 12, 2008 and October 30, 2008 to (1) ascertain the future cable related community needs and interests of Sandwich, and (2) review the performance of Comcast during its current license term; and

WHEREAS, the Issuing Authority authorized a survey of five hundred and thirty nine (539) Sandwich households between June 19, 2008 and June 24, 2008, which survey was conducted by the Center for Policy Analysis at the University of Massachusetts at Dartmouth.

WHERAS, the Issuing Authority approved its Cable Television License Renewal Ascertainment Report (the "Ascertainment Report") on February 5, 2009; and

WHEREAS, the Issuing Authority sent its Request-for-a-Renewal-Proposal ("RFP") to Comcast on February 6, 2009, for response by Comcast; and

WHEREAS, Comcast submitted a license renewal proposal to the Town of Sandwich, dated March 6, 2009, for a renewal license to operate and maintain a Cable Television System in the Town of Sandwich; 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 Sandwich.

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 and abbreviations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Sandwich resident and/or any Persons affiliated with a Sandwich institution to use designated Public, Education and Government ("PEG") facilities, equipment and/or PEG Access channels on the Cable Television System, subject to the conditions and procedures established for such use herein and 47 U.S.C. 531, where applicable.

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

(3) Access Corporation: The entity, as may be designated from time to time by the Issuing Authority, for the purpose of operating and managing the use of PEG Access funding, equipment, channels, facilities, training and programming for Sandwich Subscribers.

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

(5) Basic Service: Any service tier which includes the retransmission of local television broadcast signals

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

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

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

(9) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other programming services, which the Licensee may make available to all Subscribers generally.

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

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

(12) 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.

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

(14) DVD: The acronym for a Digital Video Disc player.

(15) Department of Public Works ("DPW"): The Department of Public Works of the Town of Sandwich, Massachusetts.

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

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

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

(19) Effective Date of the Renewal License (the "Effective Date"): July 28, 2011.

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

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

(22) Gross Annual Revenues: All revenues derived by the Licensee and/or its Affiliates, calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any 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 fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber revenues; all Pay Cable, Pay-Per-View revenues; any other services now or in the future deemed to be lawful for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; video-on-demand Cable Services; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases and/or sales;; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(23) 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.

(24) Hub or Hub Site: A sub-Headend, generally located within a cable television community used for the purpose of signal processing.

(25) Institutional Network ("I-Net"): The fiber-optic network connecting Town buildings and Sandwich public school buildings owned and maintained by the Licensee, for the exclusive non-commercial use of the Issuing Authority, the Town and/or its designee(s).

(26) I-Net Administrator: The person(s) designated by the Issuing Authority, with primary responsibility for overseeing and operating the I-Net.

(27) Issuing Authority: The Board of Selectmen of the Town of Sandwich, Massachusetts.

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

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

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

(31) 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.

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

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

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

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

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

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

(38) PEG Access Channels: Any Licensee-owned channel(s) made available for the presentation of PEG Access Programming.

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

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

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

(42) 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.

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

(44) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or un-receivable without the use of a Converter issued by the Licensee.

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

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

(47) State: The Commonwealth of Massachusetts.

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

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

(50) Termination Point: The location, usually on or within a building, at which a fiber optic cable terminates and is then connected to internal wiring or networking.

(51) Town: The Town of Sandwich, Massachusetts.

(52) Town Counsel: The Town Counsel of the Town of Sandwich, Massachusetts.

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

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

(55) 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.

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

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

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1---GRANT OF RENEWAL LICENSE

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

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

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to operate and maintain the Cable Television System in, under, over, along, across or upon the Public Ways and Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Sandwich 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 Commonwealth of Massachusetts and the Town of Sandwich. 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.

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

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on July 28, 2011 and shall expire at midnight on July 27, 2021, unless sooner terminated as provided herein.

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

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

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

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

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

Section 2.4---**POLICE AND REGULATORY POWERS**

By executing 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 State and Town laws, by-laws of general applicability and not specific to this Renewal License, the Cable System or the Licensee, rules and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town. Any conflict between the terms of 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 appropriate jurisdiction.

Section 2.5---**REMOVAL OR ABANDONMENT**

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to applicable law, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways or Streets and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned.

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

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed 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. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

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

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

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

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

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

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

(h) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in 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 been effected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable pursuant to applicable law.

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

ARTICLE 3

SYSTEM DESIGN

Section 3.1---**SUBSCRIBER NETWORK**

(a) The Licensee shall continue to operate, maintain and make available to all residents of the Town its existing 750 MHz Subscriber Network.

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

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

Section 3.2---**INSTITUTIONAL NETWORK**

(a) The Licensee shall continue to own, operate and maintain its four (4) strand fiber-optic Institutional Network ("I-Net") in the Town for the exclusive, non-commercial use of the Issuing Authority, its designees and/or other Town Users.

(b) The I-Net shall continue to comply in all respects with the "Technical Description of the Institutional Network", including equipment specified therein, attached hereto as **Exhibit 2** and made a part hereof. The Licensee shall maintain and replace and/or repair in a timely manner all equipment that is part of the I-Net without any charge(s) to the Issuing Authority, the Town and/or Town Users. The Town shall maintain and replace any end-user equipment that it owns and operates.

(c) The four (4) single-mode fiber-optic strands shall continue to interconnect each of the buildings ("I-Net Buildings"), as specified in **Exhibit 3** attached hereto, to the I-Net Hub located in a municipal building or facility, using a star network topology. The I-Net shall continue to be capable of transmitting any and all signals that were being transmitted by the Town and the Sandwich Public Schools as of the day before the Effective Date of this Renewal License, from and among the I-Net Buildings. Designated Users shall be able to transmit to other I-Net Buildings using necessary equipment The Town and/or its designee(s) shall be responsible for programming the I-Net.

(d) Subject to Section 3.2(d)(i) below, the I-Net Hub shall continue to be located at the Sandwich Town Hall Annex. The Town shall provide the Licensee with adequate space for I-Net equipment on or in Town property. The Licensee's equipment rack shall not be made available to

accommodate or house Town-owned equipment. The Town shall be responsible for providing separate space for its own I-Net equipment. The Town shall be responsible for reasonable relocation costs of the I-Net Hub only in the event that the Town requests, in writing, that the I-Net Hub be moved.

(i) In the event that the Town Hall Annex is no longer appropriate or cannot be used as the I-Net Hub, the Licensee shall move the I-Net Hub to another location in the Town identified by the Issuing Authority in writing, subject to the written notice of the Issuing Authority and payment by the Town of the Licensee's actual costs for time and materials. The Licensee shall have one hundred twenty (120) days from receipt of said notification to relocate the I-Net Hub to the new location. The Town shall provide the Licensee with adequate space for its I-Net equipment at such new location. The Licensee's equipment rack shall not be made available to accommodate or house Town-owned equipment. The Town shall be responsible for providing separate space for its own I-Net equipment at such new location.

(e) Four (4) single-mode fibers shall have a Licensee-provided Termination Point at each I-Net Building. Two (2) fibers (one forward and one return) shall be used exclusively for upstream transmission from the I-Net to the Town's Hub location in the Town. Two (2) fibers shall be used for used exclusively for the Town's signals, services and applications. The Licensee shall supply the appropriate connector so as to allow the User(s) Origination Capability at all **Exhibit 3** I-Net Buildings.

(f) Additional I-Net connections to new I-Net Buildings, or relocation of any I-Net connections identified in **Exhibit 3,** shall be installed by the Licensee subject to the written notice of the Issuing Authority and receipt of payment from the Town for the Licensee's actual costs for time and materials. The Licensee shall maintain any such additional I-Net connections. For the purpose of this Section 3.2(g), the Issuing Authority shall provide written notice to the Licensee of such additional I-Net Drops six (6) months in advance of construction, installation and activation of said additional or relocated I-Net connection(s); provided, however, that if the Issuing Authority requests an additional I-Net Drop no later than September 30th of any year, then the Licensee shall construct such Drop by the end of the first quarter of the following year. The location of all I-Net connections installed pursuant to this Section 3.2(f) shall be determined jointly by the Licensee and the Issuing Authority, or its designee(s).

(g) The I-Net shall continue to be maintained by the Licensee as follows:

(1) The I-Net shall be maintained at all times in the downstream and upstream mode(s) to conform to applicable FCC technical standards. FCC mandated Proof of Performance tests shall be made available to the Issuing Authority and/or its designee upon written request.

(2) The Licensee's response to all I-Net outages or significant service degradation shall meet the same standards as its response to Subscriber Network outages, but in any case within two (2) hours of notification during Normal Business Hours and within four (4) hours of notification during non-business hours, or when the Licensee knew of the outage or should have known of the outage, whichever is earlier.

(3) The Town shall identify, and provide to the Licensee, the name and a telephone number for the I-Net Administrator.

(4) For scheduled I-Net maintenance activities, and scheduled Subscriber Network maintenance activities that may impact the I-Net, whether initiated at the Town's request or by the Licensee, the Licensee shall provide a minimum of one (1) week notice to the I-Net Administrator, unless otherwise agreed to by the I-Net Administrator.

(5) For all Cable System maintenance activities likely to impact I-Net service, scheduled or otherwise, the Licensee shall make its best efforts to notify the I-Net Administrator prior to the commencement of any such work.

(6) All requests for I-Net maintenance shall be coordinated by the I-Net Administrator.

(7) The Licensee shall have responsibility for, and control of, channel assignments. The I-Net Administrator shall approve changes regarding I-Net channel assignments before they are instituted by the Licensee, which approval shall not be unreasonably denied.

(h) All remote I-Net video transmissions shall be sent on an Upstream Channel to the Licensee's Hub, where such transmissions shall be reprocessed, switched and designated on the appropriate Downstream Channel(s) on the Subscriber Network. The Licensee shall be responsible for the connecting and reprocessing of all Upstream Channel video Signals to the appropriate Subscriber Network Downstream Channels. Said switching shall be performed by the Licensee at no cost to the Issuing Authority and/or the Town.

(i) The Licensee shall have the sole responsibility for maintaining the I-Net for the term of the Renewal License, except for equipment not directly under its control and/or ownership. The Licensee shall be responsible for all necessary I-Net inspections and performance tests. Tests shall be performed at least approximately once every six (6) months.

(j) The I-Net shall be maintained and operated in compliance with applicable FCC technical specifications and all other I-Net-related provisions of this Renewal License as may be amended from time to time. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the Town or other User, the Licensee shall resolve the technical problem promptly. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to reasonably request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such performance tests within seven (7) days of any such request, and correct the problem within seven (7) days and submit the results to the Issuing Authority promptly, unless the Licensee notifies the Issuing Authority, in writing, that such correction cannot be completed with such 7-day period.

(k) For the term of this Renewal License, the Licensee shall hold all rights and title in the I-Net, but shall provide the Town the exclusive right to use the I-Net, without charge(s), throughout the term of this Renewal License. The Town shall have the right to continued exclusive use of the I-Net during any subsequent renewal licenses.

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

ARTICLE 4

MAINTENANCE AND OPERATION

Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Licensee shall make its Cable System Service available to all residents of the Town, within seven (7) business days of a request therefor, unless legally prevented from doing so, subject only to the installation charges herein and subject to the provisions of Section 12.4(a) below.

(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. The Licensee may charge residents located more than 200 feet from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges. The Licensee shall have up to, but not more than, ninety (90) days, , subject to Force Majeure, , in order to survey, design and install non-standard installations that are more than 2000 feet from the existing Trunk and Distribution System.

Section 4.2---LOCATION OF CABLE TELEVISION SYSTEM

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

Section 4.3---UNDERGROUND FACILITIES

(a) In the areas of the Town having telephone lines and electric utility lines underground, or in the future specified to be, 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 company, the Licensee shall likewise place its facilities underground at no cost to the Town, unless the Town makes public funds available to occupiers of the rights-of-way to aid in the cost of said underground project(s).

(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

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

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

Section 4.4---**TREE TRIMMING**

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and/or injury to trees, in and along Public Ways or Streets. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of 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.

Section 4.5---**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 4.6---**TEMPORARY RELOCATION**

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. Such raising or lowering shall be at no cost to the Town. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7---**DISCONNECTION AND RELOCATION**

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

Section 4.8---**SAFETY STANDARDS**

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

Section 4.9---**PEDESTALS**

Pedestals housing passive devices may be installed and utilized by the Licensee in and on the Town's Public Way(s) for the provision of Cable Service(s), subject to the Licensee applying for and receiving a permit for such installation and/or utilization. In any cases in which Pedestals housing passive devices (any device that routes or directs a signal that does not have an external power source) are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All pedestals shall be shown on construction maps submitted to the Town when the Licensee applies for a permit(s). In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove any such Pedestals from the Public Ways in a timely manner, unless the Licensee is otherwise permitted to use such Pedestals pursuant to applicable law.

Section 4.10---**PRIVATE PROPERTY**

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

Section 4.11---**RIGHT TO INSPECTION OF CONSTRUCTION**

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

Section 4.12---**CABLE SYSTEM MAPS**

The Licensee shall provide, upon written request, not more than once annually, the Issuing Authority or its designee with plant maps of the Cable System plant. If changes are made in the Cable System that effect the accuracy of such plant maps, the Licensee shall file updated plant maps not more than once annually.

Section 4.13---**COMMERCIAL ESTABLISHMENTS**

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

Section 4.14---**"DIG SAFE"**

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

Section 4.15---**SERVICE INTERRUPTION**

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

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1---**BASIC SERVICE**

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

Section 5.2---**PROGRAMMING**

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 4,** attached hereto and made a part hereof. Pursuant to federal law, all Programming decisions, including the Programming listed in **Exhibit 4,** attached hereto, shall be at the sole discretion of the Licensee.

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

Section 5.3---**LEASED CHANNELS FOR COMMERCIAL USE**

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

Section 5.4---**VCR/DVR/DVD CABLE COMPATIBILITY**

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any two channels and set VCR, DVR or DVD controls to record multiple channels, the Licensee shall provide to any Subscriber, upon request, equipment which will allow VCR, DVR or DVD owners to tape and view simultaneously any channel capable of being received by such owner's television set and/or VCR, DVR or DVD, the exception being that the Subscriber will not be able to view and record two scrambled Signals simultaneously. Said equipment shall be available to all Subscribers in accordance with applicable law

(b) The Licensee reserves its right to Scramble or otherwise encode any cable channel(s), as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals, in accordance with applicable law(s).

Section 5.5---**CONTINUITY OF SERVICE**

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

Section 5.6---**FREE DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

The Licensee shall provide a single Cable Drop, an Outlet and monthly Basic Service along its cable routes at no cost to public schools, police and fire stations, public libraries, and other public buildings designated in writing by the Issuing Authority, including those listed in **Exhibit 5**, attached hereto and made a part hereof.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 6.1---**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 ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

Section 6.2---**PEG 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 6.3 below;

(2) Purchase, maintain and/or lease PEG Access equipment, with the funds allocated for such purposes in Section 6.4 below;

(3) Conduct training programs in the skills necessary to produce quality PEG Access programming

(4) Provide technical assistance, pre-production services, post-production services and production services to PEG Access Users, using Access Corporation staff and volunteers;

(5) Establish rules, procedures and guidelines for use of the PEG Access Channels;

(6) Accomplish such other tasks relating to the operation, scheduling and/or management of PEG Access Channels, facilities and equipment as appropriate and necessary; and

(7) Produce or assist Users in the production of original, non-commercial Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

Section 6.3---**PEG ACCESS CHANNELS**

(a) As of the Effective Date of this Renewal License, the Licensee is providing three (3) analog PEG Access Channels, located on Channels 13, 14 and 15, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no charge by the Licensee to the Town and/or the Access Corporation and shall be subject to the control and management of the Issuing Authority and/or the Access Corporation.

(b) Within sixty (60) days of the Effective Date of this Renewal License, the Licensee shall provide a fourth (4th) PEG Access Channel, which shall be available in digital format only. The Licensee reserves the right to pass through to Sandwich Subscribers any costs associated with the addition of this fourth PEG Access Channel in accordance with applicable laws and regulations.

(c) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channel(s), once established, without a minimum of sixty (60) days advance, written notice to the Issuing Authority and the Access Corporation.

(d) Said PEG Access Channel(s) shall be made available and operated by the Town, the Access Corporation, and/or the Sandwich Public Schools at no charge to Users.

(e) The Licensee shall monitor the four (4) PEG Access Channels for technical quality and shall ensure that they are maintained at FCC standards commensurate with those which apply to the Cable System's commercial channels. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests.

(f) Pursuant to Section 6.8 below, the Licensee shall be responsible for ensuring that PEG Access Programming can be originated from the remote locations listed in **Exhibit 6**, attached hereto and made a part hereof, and sent to the Headend or Hub on an Upstream Channel(s) provided by the Licensee for interconnection with and on said Downstream PEG Access Channels.

Section 6.4---**PEG ACCESS EQUIPMENT/FACILITIES FUNDING**

(a) The Licensee shall provide funding to the Issuing Authority, its designee(s) and/or the Access Corporation, as directed by the Issuing Authority to the Licensee in writing, on an annual basis, on July 15th of each year of this Renewal License, in the amount of Twenty-Nine Thousand Two Hundred Twenty-Five Dollars ($29,225.00); provided, however, that the first year's payment shall be made within ninety (90) days of the Effective Date. The total amount payable to the Town and/or its designee(s) over the term of this Renewal License shall be Two Hundred Ninety-Two Thousand Two Hundred and Fifty Dollars ($292,250.00).

(b) In no case shall said $292,250.00 equipment and facilities payments be counted against either (i) any License Fee payment, required by Section 7.1 infra; and/or (ii) the annual PEG Access/Cable-Related Funding, pursuant to Section 7.2 infra; and/or (iii) any other fees or payments required by applicable laws. The payments in paragraph (a) above shall be made directly to the Issuing Authority, and/or its designee(s) and/or the Access Corporation, as directed by the Issuing Authority in writing.

(c) In the event that the payment required to be made herein is not tendered on or before the dates fixed herein, interest due on such required payment shall accrue from the date due and be paid to the Access Corporation at the annual rate of two percent (2%) above the Prime Rate.

Section 6.5---**CENSORSHIP**

Neither the Issuing Authority, the Town, the Licensee or the Access Corporation shall 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.

Section 6.6---**EQUIPMENT OWNERSHIP**

The Issuing Authority, its designee(s) and/or the Access Corporation shall own all PEG Access equipment purchased with funding pursuant to Section 6.4 supra. The Licensee shall have no obligation for maintenance, repair or replacement of such PEG Access equipment.

Section 6.7---**ACCESS CORPORATION ANNUAL REPORT**

Upon the written request of the Licensee, the Issuing Authority shall provide the Licensee with a copy of the Access Corporation's annual Form PC submitted to the Division of Public Charities and the Form 990.

Section 6.8---**PEG ACCESS CABLECASTING**

(a) No later than the Effective Date of this Renewal License, in order that the Town and/or the Access Corporation can cablecast its PEG Access Programming over the Subscriber Network PEG Access Downstream Channels, all PEG Access Programming shall be modulated by the Town and/or the Access Corporation, then transmitted from the PEG Access studio or from any of the other locations with Origination Capability identified in **Exhibit 6**, attached hereto and made a part herof, to the Cable System Headend or Hub, on four (4) Upstream Channels made available, without charge, to the Issuing Authority and/or the Access Corporation for their use.

(b) The Licensee shall provide the Access Corporation with the capability to ensure that said Programming is properly switched electronically to the appropriate PEG Access Downstream Channel, in an efficient and timely manner. The Licensee shall not charge the Town and/or the Access Corporation for such electronic switching responsibility. Any manual switching that may be necessary for multiple remote origination cable casting shall be the responsibility of the Access Corporation. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cable casting of PEG Access Programming.

(c) The Licensee shall provide and maintain all necessary switching and/or processing equipment located at its Hub Site or Headend in order to switch Upstream Signals carrying PEG Access Programming from remote PEG Access Origination Locations to the PEG Access studio and then from the PEG Access studio to the designated Subscriber Network Downstream PEG Access Channel.

(d) The Licensee shall own, maintain, repair and/or replace any Headend or Hubsite audio or video Signal processing equipment. The Access Corporation shall own, maintain, repair and/or replace studio or portable modulators and demodulators. The demarcation point between the Licensee's equipment and the Access Corporation's equipment shall be at the output of the Town's and/or the Access Corporation's modulator(s) at the PEG Access studio.

ARTICLE 7

LICENSE FEES

Section 7.1---**LICENSE FEE PAYMENTS**

(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 in compliance with applicable law(s). Said Licensee Fees shall be paid to the Town no later than March 15th of each year of this Renewal License, unless provided for otherwise by applicable law.

(b) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the annual funding for PEG Access/Cable-Related Funding pursuant to Section 7.2 below; and (ii) any License Fees that may be payable to the Town and/or the State provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town and/or the Access Corporation because of late payments; (ii) the equipment payments payable to the Issuing Authority, its designee(s) and/or the Access Corporation pursuant to Section 6.5 supra; (iii) the costs related to any liquidated damages pursuant to Section 11.2 infra; and (iv) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

Section 7.2---**PEG ACCESS/CABLE-RELATED FUNDING**

(a) The Licensee shall make License Fee payments to the Issuing Authority equal to four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(22) supra, payable on a quarterly basis. Subject to paragraph (a)(i) below, said payments shall be made directly to the Issuing Authority and/or its designee(s) on the following quarterly basis: (i) on or before May 15th of each year of this Renewal License for the previous (3) month period of January, February and March; (ii) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15th of each year of this Renewal License for the previous three (3) month period of July, August and September; and (iv) on or before February 15th of each year of this Renewal License for the previous three (3) month period of October, November and December.

(i) The first 4.5% payment under this Renewal License shall be made on or before November 15, 2011 for the previous period from the Effective Date of this Renewal License through September 30, 2011.

(ii) Subsequent 4.5% payments under this Renewal License shall be made on the dates specified in paragraph (a) above.

(b) The Licensee shall file with each of said four and one-half percent (4.5%) quarterly payments a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s), as well as a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 7**. If the Licensee's quarterly payments to the Issuing Authority were less than four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Issuing Authority no later than the quarterly payment subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(22) supra.

(c) In no case shall said four and one-half percent (4.5%) payment(s) include (i) the equipment/capital funding required by Section 6.5 supra; and/or (ii) applicable License Fee payments to the Town, the State and/or the FCC. Said four and one-half percent (4.5%) payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

(d) In the event that the PEG Access/Cable-Related Funding payments herein required are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate, on the last day of business of the prior month. Any such late payments pursuant to this Section 7.2(d) shall not be deemed to be part of the funding to be paid to the Issuing Authority pursuant to this Section 7.2 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.

Section 7.3---**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 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, except as permitted by applicable law.

(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 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.

Section 7.4---**LATE PAYMENT**

In the event that the License Fees and/or the PEG Access payments herein required are not tendered on or before the dates fixed in Section 7.1 and Section 7.2 above, interest due on such fees and/or payments shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 7.5 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 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.

Section 7.5---**RECOMPUTATION**

(a) Tender or acceptance of any payment required in Article 6 and/or by Section 7.1 and/or Section 7.2 shall not be construed as an accord that the amount paid pursuant to this Renewal License is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest pursuant to Section 6.5 and/or Section 7.2 supra. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than two (2) years after each License Fee payment is tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days to provide the Issuing Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). Upon reasonable written notice, the Issuing Authority shall have the right to inspect any records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of any payments to the Issuing Authority tendered hereunder.

(c) If, after such audit and recomputation, an additional fee is owed to the Issuing Authority, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next required PEG Access payment to the Issuing Authority, without interest charges of any kind.

Section 7.6---**AFFILIATES USE OF SYSTEM**

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Sandwich.

Section 7.7---**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.

ARTICLE 8

RATES AND CHARGES

Section 8.1---**RATE REGULATION**

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

Section 8.2---**NOTIFICATION OF RATES AND CHARGES**

(a) In accordance with applicable law, 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. 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.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an 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 as **Exhibit 8**.

Section 8.3---**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 8.4---**CREDIT FOR SERVICE INTERRUPTION**

Pursuant to applicable law(s), 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.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1---**INSURANCE**

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(f), with the Town listed as an additional insured with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars ($1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars ($1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars ($5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars ($1,000,000.00) per occurrence.

(c) All insurance coverage, including Workers' Compensation in amounts required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

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

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

(ii) 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.

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

Section 9.2---**PERFORMANCE BOND**

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License 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 imposed by this Renewal License.

(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, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Sections 11.1 and 11.2 infra.

(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 $50,000.00 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 9.3---**REPORTING**

Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies required herein, and (ii) the performance bond required herein.

Section 9.4---**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 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 all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this section.

Section 9.5---**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 10

ADMINISTRATION AND REGULATION

Section 10.1---**REGULATORY AUTHORITY**

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 11.1 infra.

Section 10.2---**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, (i) review the Licensee's compliance to the terms and conditions of this Renewal License, with emphasis on PEG Access Channels, facilities and support; customer service and Complaint response; and (ii) hear comments, suggestions and/or complaints from the public. The Issuing Authority shall provide the Licensee with 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 relevant to such review 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 Licensee's compliance, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If noncompliance is 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. Said report shall report on the Licensee's compliance to the terms and conditions of this Renewal License, as well.

Section 10.3---**NONDISCRIMINATION**

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, 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. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.4---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.

Section 10.5---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, which cost shall be summarized by the Issuing Authority.

Section 10.6---JURISDICTION

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the 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.

ARTICLE 11

DETERMINATION OF BREACH
LIQUIDATED DAMAGES-LICENSE REVOCATION

Section 11.1---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 the 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.

(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 the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to 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 determine whether or not the Licensee is in default of any provision of the Renewal License and shall issue a written determination of its findings. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;

(ii) Assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

(iii) Commence an action at law for monetary damages;

(iv) Foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;

(v) Declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;

(vi) Invoke any other lawful remedy available to the Town.

Section 11.2---**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 Section 11.1 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 11.1(d) above.

(1) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Four Hundred Seventy-Five Dollars ($475.00) per day, for each day that any such non-compliance continues.

(2) For failure to fully activate, operate and maintain the Institutional Network in accordance with Section 3.2 herein, Four Hundred Seventy-Five Dollars ($475.00) per day, for each day that any such non-compliance continues.

(3) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of this Renewal License in accordance with Section 2.6 herein, Three Hundred Fifty Dollars ($350.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the PEG Access Programming and equipment provisions in accordance with the requirements in Article 6 herein, Two Hundred Fifty Dollars ($250.00) per day, for each day that any such non-compliance continues; provided, however, that Section 6.4 supra is not subject to assessment of liquidated damages only during such time that interest charges are being levied.

(5) For failure to install, operate and maintain the remote origination locations in accordance with Section 6.8 herein and **Exhibit 6**, attached hereto, Two Hundred Dollars ($200.00) per day that any such non-compliance continues.

(6) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, and **Exhibit 9** attached hereto, One Hundred Fifty Dollars ($150.00) per day that any such non-compliance continues.

(7) For failure to provide, install and/or fully activate the Institutional Network Drops in accordance with Section 3.2 herein and/or **Exhibit 3**, One Hundred Dollars ($100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(8) For failure to provide, install and/or fully activate the Subscriber Network Drops in accordance with Section 5.6 herein and/or **Exhibit 5**, One Hundred Dollars ($100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(9) For failure to submit reports, pursuant to Article 13 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 the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(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 11.3---REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 11.1 supra, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.4---TERMINATION

The termination of the 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 11.1 and 11.3 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 the Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

Section 11.5---NOTICE TO TOWN 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 give the other party reasonable notice that an action will be filed.

Section 11.6---NON-EXCLUSIVITY OF REMEDY

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

Section 11.7---NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority or the Town, or the Licensee to exercise, and no delay in exercising, any right in the 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 the Renewal License.

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

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

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1---SANDWICH CUSTOMER SERVICE OFFICE

For the entire term of this Renewal License, the Licensee shall continue to operate a full-time customer service office in Sandwich for, among other things, the payment of bills and the return and/or exchange of Subscriber equipment. Said customer service office shall be open for walk-in business during Normal Business Hours.

Section 12.2---TELEPHONE ACCESS

(a) The Licensee shall comply with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit 9**, during Normal Business Hours, as defined therein.

(b) The Licensee's customer service call center shall have a publicly listed local or toll-free telephone number for Sandwich Subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service 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. Said standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

(e) 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 12.3---CUSTOMER SERVICE CALL CENTER

(a) The Licensee shall maintain and operate its 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 morning of 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 12.4---**INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME**

(a) The Licensee shall provide Cable Service(s), for new aerial installations, to Sandwich residents who request Service within seven (7) business days of said request, or at such time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as possible, weather permitting If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a more narrow interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber Complaint or request for Service received after Normal Business Hours shall be responded to the next business morning.

(c) The Licensee shall ensure that there are stand-by technician(s) 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.

(d) System outages shall be responded to promptly by technical personnel. For purposes of the 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.

(e) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

Section 12.5---**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 9**.

Section 12.6---**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 8** and made a part hereof, as the same may exist or as may be amended from time to time:

(i) Billing Practices Notice;

(ii) Services, Rates and Charges Notice;

(iii) Form of Bill;

(iv) Advance Billing and Issuance of Bills;

(v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;

(vi) Charges for Disconnection or Downgrading of Service;

(vii) Billing Disputes; and

(viii) Security Deposits.

Section 12.7---**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/inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) 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. 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 the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Sandwich 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 attempt to resolve such matter.

(c) Notwithstanding the foregoing and subject to applicable privacy laws, 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 Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

Section 12.8---**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 that are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by Subscribers.

Section 12.9---**EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees entering, or seeking entrance, 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 wear an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 12.10---**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 the Article 12 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 the policy.

Section 12.11---**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 12.12---**MONITORING**

(a) Unless otherwise required by court order, 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, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall promptly 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, other than as permitted herein.

(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. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 12.13---**DISTRIBUTION OF SUBSCRIBER INFORMATION**

(a) 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.

(b) In accordance with applicable law, the Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.

(c) The Licensee may disclose such information if the disclosure is:

(i) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other service provided by the Licensee to the Subscriber; and/or

(ii) made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed

(iii) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if (a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure

and (b) the disclosure does not reveal, directly or indirectly, the (i) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the License, or (ii) the nature of the transaction made by the Subscriber over the Cable System.

Section 12.14---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act, 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 12.15---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Licensee shall promptly 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 to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.16---PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall periodically review the Article 12 to determine that it effectively addresses appropriate concerns about privacy. The Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1---**GENERAL**

(a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

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

(c) The Licensee shall file reports in electronic format where and when possible.

Section 13.2---**FINANCIAL REPORTS**

(a) Upon written request, 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 Cable Division Forms 200 showing a balance sheet sworn to by an authorized representative of the Licensee. Said forms shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law.

Section 13.3---**CABLE SYSTEM INFORMATION**

Pursuant to applicable law, upon the Issuing Authority's 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, but not be limited to, the number of Basic Service Subscribers.

Section 13.4---**IN-HOUSE TELEPHONE REPORTS**

To establish the Licensee's compliance with the requirements of Sections 12.2 and 12.5 of this Renewal License, the Licensee shall provide to the Issuing Authority, upon written request of the Issuing Authority on a semi-annual basis, a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (i) confirmation that, 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 (which standard shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis); and (ii) confirmation that, under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

Section 13.5---**SUBSCRIBER COMPLAINT REPORT**

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500, attached hereto as **Exhibit 10** to the Issuing Authority, or its designee(s), as required by the Cable Division.

Section 13.6---**INDIVIDUAL COMPLAINT REPORTS**

Subject to Sections 12.7 supra, the Licensee shall, within fourteen (14) 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, as allowed by applicable law.

Section 13.7---**ANNUAL PERFORMANCE TESTS**

Upon written request of the Issuing Authority, 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 13.8---**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 cast such doubt(s), in a 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 13.9---**DUAL FILINGS**

To the extent required by applicable law, either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 13.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

Section 13.10---ADDITIONAL INFORMATION

At any time during the term of the Renewal License, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Renewal License and subject to Section 13.1 supra.

Section 13.11---INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) 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.

ARTICLE 14

EMPLOYMENT

Section 14.1---**EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 14.2---**NON-DISCRIMINATION**

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

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---**ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supercedes 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 15.2---**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 15.3---**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 15.4---**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 15.5---**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 15.6---**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;

(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;

(iii) This Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There are no actions or proceedings pending or threatened against the Licensee as of the Effective Date of this Renewal License which would interfere with its performance of this Renewal License; and

(v) Pursuant to Section 625(f) of the Cable Act, the performance of all terms and conditions in this Renewal License is commercially practicable as of the Effective Date of this Renewal License.

Section 15.7---**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; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; applicable environmental restrictions; unavailability of essential equipment, services and/or materials beyond the control of the Licensee, the Issuing Authority and/or the Town; and any other matters beyond the reasonable control of the Licensee, the Issuing Authority and/or the Town.

Section 15.8---**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") to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9---**SUBSCRIBER TELEVISION SETS**

Pursuant to M.G.L. Chapter 166A, Section 5(d), 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 15.10---**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 15.11---**NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Sandwich, Town Hall, 130 Main Street, Sandwich, Massachusetts 02563 or such other address as the Issuing Authority may specify in writing to the Licensee, with one (1) 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 following addresses. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Relations
330 Billerica Street
Chelmsford, Massachusetts 01824

with one (1) copy to:

Comcast Cable Communications, Inc.
Vice President, Government Affairs
676 Island Pond Road
Manchester, New Hampshire 03109

and one (1) copy to:

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

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

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

Section 15.12---**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, members, 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 15.13---**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 15.14---**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

EXHIBIT 1

FCC TECHNICAL SPECIFICATIONS

TITLE 47—TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION
PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE

§ 76.605 Technical standards.

(a) As of December 30, 1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:
(1)(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and
(ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in the Electronics Industries Association's "Cable Television Channel Identification Plan, EIA IS-132, May 1994" (EIA IS-132). This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Cable systems are required to use this channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Copies of EIA IS-132 may be obtained from: Global Engineering Documents, 2805 McGraw Ave., Irvine CA 92714. Copies of EIA IS-132 may be inspected during normal business hours at the following locations: Federal Communications Commission, 1919 M Street, NW, Dockets Branch (Room 239), Washington, DC, or the Office of the Federal Register, 800 North Capitol Street, NW., suite 700, Washington, DC. This requirement is applicable on May 31, 1995, for new and re-built cable systems, and on June 30, 1997, for all cable systems.
(2) The aural center frequency of the aural carrier must be 4.5 MHz ± 5 kHz above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.
(3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of 0.0133 (Z) millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of 0.00662(Z) millivolts, where Z is the appropriate impedance value.)

(4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:

(i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;

(ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (*e.g.*, 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, *etc.*); and

(iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (*e.g.*, baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

(6) The amplitude characteristic shall be within a range of ±2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.

(i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.

(ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.

(7) The ratio of RF visual signal level to system noise shall be as follows:

(i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.

(ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.

(iii) As of June 30, 1995, shall not be less then 43 decibels.

(iv) For class I cable television channels, the requirements of paragraphs (a)(7)(i), (a)(7)(ii) and (a)(7)(iii) of this section are applicable only to:

(A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;

(B) Each signal which is first picked up within its predicted Grade B contour;

(C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.

(8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:

(i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and

(ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.

(9) The terminal isolation provided to each subscriber terminal:

(i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and

(ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.
(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.
(11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:
(i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.
(ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed ±20%.
(iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of O IRE), shall not exceed ±10 degrees.
(12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

Frequencies	Signal leakage limit (micro-volt/ meter)	Distance in meters (m)
Less than and including 54 MHz, and over 216 MHz	15	30
Over 54 up to and including 216 MHz	20	3

(b) Cable television systems distributing signals by using methods such as nonconventional coaxial cable techniques, noncoaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to § 76.7 which establishes that the public interest is benefited. In such instances, the Commission may prescribe special technical

requirements to ensure that subscribers to such systems are provided with an equivalent level of good quality service.

Note 1: Local franchising authorities of systems serving fewer than 1000 subscribers may adopt standards less stringent than those in § 76.605(a). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 2: For systems serving rural areas as defined in § 76.5, the system may negotiate with its local franchising authority for standards less stringent than those in §§ 76.605(a)(3), 76.605(a)(7), 76.605(a)(8), 76.605(a)(10) and 76.605(a)(11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 3: The requirements of this section shall not apply to devices subject to the provisions of §§ 15.601 through 15.626.

Note 4: Should subscriber complaints arise from a system failing to meet § 76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

Note 5: Should subscriber complaints arise from a system failing to meet § 76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on § 76.605(a)(10) containing the full number of channels as indicated in § 76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in § 76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

Note 6: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 40 FR 2690, Jan. 15, 1975; 40 FR 3296, Jan. 21, 1975; 41 FR 53028, Dec. 3, 1976; 42 FR 21782, Apr. 29, 1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec. 24, 1985; 51 FR 1255, Jan. 10, 1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR 25342, May 16, 1994; 61 FR 18510, Apr. 26, 1996; 61 FR 18978, Apr. 30, 1996; 65 FR 53616, Sept. 5, 2000]

EXHIBIT 2

DESCRIPTION OF THE INSTITUTIONAL NETWORK

Broadband Fiber Network Specifications

(I) **Discussion**:

The Institutional Network (I-NET) topology is an all fiber network utilizing a star architecture emanating from a hub site located within the community to all remote locations. Each location will function independently from the others; the hub site will be the only common point on the network to all locations. Each location will have four-fiber connectivity from the hub site. Two fibers will be used for a bi-directional link supporting all broadband services, the remaining two fibers will be spare fiber and/or available for Town use, staying within the guidelines set forth in the Renewal License.

(II) **Design Criteria**:

The broadband segment will utilize two fibers to support a bi-directional network supporting 200-860MHz on the forward (hub to location), and 5-120MHz on the return (location to hub). An optional fiber link between the Comcast master Headend facilities and the Town HubSite will be constructed to support signal transmission requirements in Section 3.2 herein.

+ Equipment: Synchronous FTTC Optical Node or equivalent product at all community locations;
+ Design: Forward: 200 to 860MHz / Return: 5 to 120MHz
+ Channel Capacity: 110 Forward Channels / 19 Return Channels
+ Channel Loading: 78 Forward Channels / 10 Return Channels
+ Signal Level: RF output level from node is +30dBmV
+ Drop Capacity: Any one of the following scenarios
    - 1 drop to 550 feet
    - 2 drops to 230 feet each 4 drops to 100 feet each

Note: Based on RG-6 cable with 4.5dB loss at 550MHz delivering +5dBmV signal level at termination.

EXHIBIT 2
DESCRIPTION OF THE INSTITUTIONAL NETWORK
PAGE TWO

(III) **Distortions**:

Maintains the minimum distortion levels outlined in the current FCC regulations:

+ C/N greater than -48dB typical
+ CTB less than -60dBc typical
+ CSO less than -60dBc typical

Powering: FTTC Node or equivalent requires 110VAC / 25 watts maximum

Optical: 1310nm wavelength transmit /1200 to 1600nm wavelength receive

(IV) **The BFN advantage over coax includes**:

+ No active field electronic components to cause disruptions in service
+ No monthly recurring power supply operating cost
+ No preventative or routine maintenance required to field components
+ Greatly increased life expectancy of the network before replacement
+ Increased bandwidth and data handling capacity over coax
+ Not subjected to ingress, plant related interference's and distortions
+ Greater potential for future expandability

EXHIBIT 3

SANDWICH INSTITUTIONAL NETWORK BUILDINGS

(1) Town Hall: 130 Main Street;

(2) Town Hall Annex (HUB): 145 Main Street;

(3) Police Station: 117 Route 6A;

(4) Fire Headquarters: 115 Route 6A;

(5) East Sandwich Fire Station: 468 Route 6A;

(6) Forestdale Fire Station: 855 Route 130;

(7) Marina Office Building: 25 Ed Moffitt Drive;

(8) Sandwich Public Library: 142 Main Street;

(9) Jan Sebastian Drive Office Building: 16 Jan Sebastian Drive;

(10) Department of Public Works Building: 500 Route 130;

(11) Human Services Building: 270 Quaker Meeting House Road;

(12) Sandwich Hollows Golf Club Clubhouse: 1 Round Hill Road;

(13) Clark-Haddad Building: 16 Dewey Avenue;

(14) Sandwich High School: 365 Quaker Meetinghouse Road;

(15) Oak Ridge School: 260 Quaker Meetinghouse Road;

(16) Forestdale School: 151 Route 130;

(17) Henry T. Wing School: 33 Water Street;

(18) Sandwich Water District: 72 Tupper Road;

(19) Sandwich Area Community Access Television Corporation Studio: 11 Jan Sebastian Drive; and

(20) Town Building: 34 Quaker Meetinghouse Road.

(a) Facilities Department to Lodge
(b) House to Lodge
(c) Cabin 7 to Lodge; and
(d) Lodge to I-Net Hub.

EXHIBIT 4

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; 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)

XFINITY TV Channel Lineup

xfinity

Falmouth & Sandwich

Basic Service

2 WGBH-2 (PBS) Boston / **HD 702**
3 New England Cable News
4 WBZ-4 (CBS) Boston / **HD 704**
5 WCVB-5 (ABC) Boston / **HD 705**
6 WFXT-25 (FOX) Boston / **HD 706**
7 WHDH-7 (NBC) Boston / **HD 707**
8 WLVI-56 (CW) Boston / **HD 708**
9 WSBE-36 (PBS) [1] / **HD 819**
10 WJAR-10 (NBC) Providence [1]
11 WGBX-44 (PBS) Boston
12 QVC
13 Public Access
14 Educational Access
15 Government Access [5]
16 WWDP-DT [1]
17 WSBK-38 (IND) Boston / **HD 714**
18 WBPX-68 (ION) / **HD 803**
19 WMFP-62 (IND) Lawrence
20 WUNI-27 (UNI) Worcester
21 WUTF-66 (Telefutura)
22 WLNE-6 (ABC) Providence
23 Government Access [6]
24 WGN (CW) Chicago
25 MyTV New England (WZMY) [1] / **HD 703**
99 HSN
112 Trinity Broadcasting Network [1]
189 Leased Access [1]
294 Universal Sports (via WZMY-DT) [1]
295 WPRI-COOL TV [1]
298 WLVI-TCN [1]
300 WHDH-This TV [1]
312 WSBE-Learn [1]
316 WGBX-World [1]
317 WGBX-Create [1]
318 WGBX-Kids [1]

Expanded Basic Service Tier

30 Lifetime
31 RTPi
32 USA Network
33 VERSUS
34 The Golf Channel
35 ESPN
36 ESPN2
37 Comcast SportsNet
38 NESN
39 TNT
40 Home & Garden TV
41 VH1
42 ABC Family
43 Cartoon Network
44 Discovery Channel
45 TLC
46 Spike TV
47 Disney Channel
48 Nickelodeon
49 CNN Headline News
50 CNN
51 A&E
52 Comedy Central
53 FX
54 TBS
55 History
56 TV Land
57 The Weather Channel
58 CNBC
60 AMC
61 Turner Classic Movies
62 Animal Planet
63 Syfy
64 Fox News
65 Bravo
67 E! Entertainment TV
69 Food Network
70 BET Network
71 Travel Channel
77 MTV
95 C-SPAN
98 CatholicTV
114 MSNBC
133 Fox Business Network
138 Hallmark Channel
163 Lifetime Movie Network
184 EWTN
186 truTV

Digital Economy [2] (Includes Basic Service)

12 QVC
30 Lifetime
32 USA Network
43 Cartoon Network
44 Discovery Channel
46 Spike TV
47 Disney Channel
50 CNN
51 A&E
52 Comedy Central
55 History
56 TV Land
57 The Weather Channel
60 AMC
62 Animal Planet
64 Fox News
67 E! Entertainment TV
69 Food Network
95 C-SPAN
99 HSN
138 Hallmark Channel
156 C-SPAN2
183 CatholicTV
184 EWTN
186 truTV
760 CNN HD
762 History HD
763 USA HD
765 Discovery HD
769 Food Network HD
771 A&E HD
780 Animal Planet HD
783 Disney HD
786 AMC HD

Digital Starter (Includes Basic Service and Expanded Basic Service Tier)

104 Investigation Discovery
115 bio.
116 History International
119 style.
128 Bloomberg Television
129 G4
141 Hallmark Movie Channel
151 PBS Kids' Sprout
156 C-SPAN2
159 Oxygen
182 TV Guide Network
183 CatholicTV
187 C-SPAN3
710 NECN HD
726 MSNBC HD
730 HGTV HD
737 Lifetime HD
743 Golf HD
747 Nick HD
755 Spike TV HD
760 CNN HD
761 TBS HD
762 History HD
763 USA HD
764 TNT HD
765 Discovery HD
769 Food Network HD
771 A&E HD
772 ESPN HD
773 NESN HD
774 VERSUS HD
775 Palladia
776 HD Theater
778 ESPN2 HD
779 Comcast SportsNet HD
780 Animal Planet HD
781 Syfy HD
782 Universal HD
783 Disney HD
784 ABC Family HD
786 AMC HD
787 TLC HD
788 FX HD
790 Fox News HD

Digital Preferred

101 The Hub
102 The Science Channel
103 Planet Green
105 OWN (Oprah Winfrey Network)
106 The Military Channel
107 Current TV
108 Game Show Network
109 BBC America
110 CMT
111 fuse
113 Halogen TV
117 Disney XD
118 SoapNet
119 style.
120 National Geographic Channel
123 NHL Network
124 NFL Network
130 Discovery Fit and Health
132 ESPNews
134 RLTV
135 gmc
137 MTV2
138 Hallmark Channel
139 MTV Jams
140 Women's Entertainment
143 CMT Pure Country
144 VH1 Classic
146 The Word Network
147 IFC
148 Nick Jr.
149 GAC
150 TV One
152 TeenNick
153 Nick Too
154 Nicktoons
155 VH1 Soul
160 MTV Hits
162 Tr3s
164 Sundance Channel
170 TVG
174 Nat Geo WILD
175 CBS Sports Network
179 Cooking Channel
180 Do-It-Yourself Network
181 LOGO
185 MLB Network
195 Centric
235 Flix
248 Encore
250 Encore Love
252 Encore Westerns
254 Encore Mystery
256 Encore Drama
258 Encore Action
260 Encore WAM
293 ESPNU
332 Daystar
770 National Geographic HD
777 NFL Network HD
785 Science Channel HD
795 MLB Network HD

Sports Entertainment Pack

122 Speed Channel
123 NHL Network
124 NFL Network
125 Fox Soccer Channel
127 Outdoor Channel
131 ESPN Classic
132 ESPNews
158 Fox Movie Channel
170 TVG
171 FCS Atlantic
172 FCS Central
173 FCS Pacific
175 CBS Sports Network
176 Tennis Channel
185 MLB Network
195 Centric
289 Big Ten Network
291 NFL RedZone
293 ESPNU
777 NFL Network HD
794 NFL RedZone HD
795 MLB Network HD

Music Choice ©

A minimum subscription to Digital Economy or Digital Starter is required to receive these channels.

401-446 Channel Information available on musicchoice.com

Pay-Per-View

450 Penthouse TV
451 Playboy
452 VAVOOM
454 Hot Choice
457 TEN
460-462 PPV
463 In Demand HD
464 PPV Info
700 In Demand HD

Sports Pay-Per-View

501-506 ESPN Fullcourt/Gameplan
531-544 Digital Sports PPV
545 GAME HD

Digital Premium

201 HBO
202 HBO2
203 HBO Signature
204 HBO Family
205 HBO Comedy
206 HBO Zone
207 HBO Latino
208 HBO West
218 Showtime Women
219 Showtime Family Zone
220 Showtime Next
221 Showtime
222 Showtime 2
223 Showtime Showcase
224 Showtime Extreme
225 Showtime Beyond
231 The Movie Channel
232 TMC Xtra
235 Flix
241 Starz
243 Starz Edge
244 Starz Kids & Family
245 Starz Cinema
247 Starz InBlack
268 WMax
269 @Max
270 Cinemax
271 MoreMax
272 ActionMax
273 ThrillerMax
274 Cinemax West
278 5StarMax
279 OuterMax
453 Playboy Channel [3]
750 HBO HD
751 Showtime HD
752 Starz HD
753 Cinemax HD
802 Showtime 2 HD
810 TMC HD

International Channels [4]

680 TV Globo

FSC www.fsc.org MIX Paper from responsible sources FSC® C002965

Some restrictions apply. Not all programming is available in all areas. Digital capable equipment is required to receive Digital TV channels. High-definition capable equipment is required to receive high-definition channels. Additional equipment fees may apply.

1 Available in all digital format. Digital capable equipment is required. Channels subject to availability.
2 Digital Economy includes a digital set-top box and remote control, or a CableCARD on the primary outlet. A Digital Additional Outlet Service Charge may be applicable for additional outlets. If you wish to upgrade to High-Definition, the HD Technology Fee is applicable.
3 A subscription to Playboy Channel digital service is required to receive this channel.
4 Available for individual purchase only.
5 Not available in Falmouth.
6 Available in Falmouth only.

EXHIBIT 5

FREE DROPS AND MONTHY 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:

(1) Town Hall: 130 Main St, Sandwich, MA 02563

(2) Town Hall Annex: 145 Main St, Sandwich, MA 02563

(3) Police Station: 117 Route 6A, Sandwich, MA 02563

(4) Fire Headquarters: 115 Route 6A, Sandwich, MA 02563

(5) East Sandwich Fire Station: 468 Route 6A, East Sandwich, MA 02537

(6) Forestdale Fire Station: 855 Route 130, Sandwich, MA 02644

(7) Marina Office Building: 25 Ed Moffitt Drive, Sandwich, MA 02563

(8) Sandwich Public Library: 142 Main Street, Sandwich, MA 02563

(9) Jan Sebastian Drive Office Building: 16 Jan Sebastian Drive, Sandwich, MA 02563

(10) Department of Public Works Building: 500 Route 130, Sandwich, MA 02563

(11) Human Services Building: 270 Quaker Meeting House Road, East Sandwich, MA 02537

(12) Sandwich Hollows Golf Club Clubhouse: 1 Round Hill Road, East Sandwich, MA 02537

(13) Clark-Haddad Building: 16 Dewey Ave, Sandwich, MA 02563

(14) Sandwich High School: 365 Quaker Meetinghouse Road, East Sandwich, MA 02537

(15) Oak Ridge School: 260 Quaker Meetinghouse Road, East Sandwich, MA 02537

(16) Forestdale School: 151 Route 130, Forestdale, MA 02644

(17) Henry T. Wing School: 33 Water Street, Sandwich, MA 02563

(18) Sandwich Area Community Access Television Corporation Studio: 11 Jan Sebastian Drive, Sandwich, MA 02563.

(19) Town Buildings: 34 Quaker Meetinghouse Road, Sandwich, MA 02644

** And any other public buildings designated by the Issuing Authority in accordance with Section 5.7 herein.

EXHIBIT 6

PEG ACCESS ORIGINATION LOCATIONS

(1) Town Hall: 130 Main Street;

(2) Town Hall Annex: 145 Main Street;

(3) Sandwich Public Library: 142 Main Street;

(4) Jan Sebastian Drive Office Building: 16 Jan Sebastian Drive;

(5) Human Services Building: 270 Quaker Meeting House Road;

(6) Sandwich Area Community Access Television Corporation Studio: 11 Jan Sebastian Drive

(7) Sandwich High School (HUB): 365 Quaker Meetinghouse Road;

(8) Henry T. Wing School: 33 Water Street;

(9) Forestdale School: 151 Route 130; and

(10) Oak Ridge School: 260 Quaker Meetinghouse Road.

EXHIBIT 7

GROSS ANNUAL REVENUES REPORTING FORM

Company: ***Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC***

Municipality: ***Sandwich, MA***

Quarterly Revenue Period: _____ Calendar Year: _____

Composition of Total Revenues Subject to License Fee:

Revenue Adjustment (specify)

	Totals
Totals by Service:	
Basic Service Revenue	$ [enter amount]
Pay Service Revenue[1]	$ [enter amount]
Other Unregulated Revenue[2]	$ [enter amount]
Digital Revenue	$ [enter amount]
Subtotal:	**$ [enter subtotal]**
Totals by Non Service:	
Home Shopping Revenue	$ [enter amount]
Advertising Revenue	$ [enter amount]
Leased Access Revenue	$ [enter amount]
Franchise Fees	$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	$ [enter amount]
Subtotal:	**$ [enter subtotal]**
Total Gross Revenue	$ [enter total]
Franchise Fee **4.5%**	$ [enter % of total]
Fee-on-Fee **4.5%**	$ [enter % of %]
Franchise Fee Due	$ [enter total due]

1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.
2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance, etc.

Authorized Comcast Representative:

_____

Date: _____

EXHIBIT 8

207 CMR 10.00

BILLING AND TERMINATION OF SERVICE

10.01: Billing Practices Notice

1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.

2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.

3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.

4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.

2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.

3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.

4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.

5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.

6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

1) The bill shall contain the following information in clear, concise and understandable language and format:

a. The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;

b. the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;

c. the dates on which individually chargeable services were rendered or any applicable credits were applied;

d. separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;

e. the amount of the bill for the current billing period, separate from any prior balance due;

f. The date on which payment is due from the subscriber.

2) Cable operators may identify as a separate line item of each regular subscriber bill the following:

a. The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;

b. The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;

c. The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.

3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.

2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.

3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.

2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.

3) The following provisions shall apply to the imposition of late charges on subscribers:

a. A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.

b. A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.

c. No late charge may be assessed on the amount of a bill in dispute.

4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.

5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.

6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:

a. A subscriber requests total disconnection from cable service; or

b. A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.

2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.

2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.

3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).

4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.

5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

1) 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.

2) 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.

3) 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.

EXHIBIT 9

FCC CUSTOMER SERVICE OBLIGATIONS

[Code of Federal Regulations]
[Title 47, Volume 4]
[Revised as of October 1, 2004]
From the U.S. Government Printing Office via GPO Access
[CITE: 47CFR76.309]

[Page 627-629]

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION (CONTINUED)

PART 76_MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE--Table of Contents

Subpart H_General Operating Requirements

Sec. 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) 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 (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will 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.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. ``Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on ``service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The ``appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(ii) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term ``normal business hours" means 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 night per week and/or some weekend hours.

(ii) Normal operating conditions--The term ``normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term ``service interruption" means the loss of picture or sound on one or more cable channels.

SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Sandwich, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by. Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC, this 28th day of July, 2011.

BY: ***The Sandwich Board of Selectmen, as Issuing Authority***

Frank Pannorfi
Chairman

John Kennan
Vice-Chairman

Linell Grundman
Member

Ralph A. Vitacco
Member

Jim Pierce
Member

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

Stephen L. Hackley
Regional Senior Vice-President
Greater Boston Region