

CABLE TELEVISION RENEWAL LICENSE

COMCAST OF MASSACHUSETTS/NEW HAMPSHIRE, LLC

**THE OFFICE OF THE BOARD OF SELECTMEN
TOWN OF BELLINGHAM,
MASSACHUSETTS**

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A G R E E M E N T

This Cable Television Renewal License entered into December 21, 2009, by and between the Board of Selectmen of the Town of Bellingham ("Issuing Authority"), Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Massachusetts/New Hampshire, LLC ("Licensee").

W I T N E S S E T H

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

WHEREAS, the Issuing Authority conducted a public ascertainment hearing, pursuant to Section 626 of the Cable Act, on May 22, 2006; in order to (1) ascertain the future cable related community needs and interests of Bellingham, and (2) review the performance of Licensee during its then-current license term; and

WHEREAS, the Issuing Authority and Licensee did engage in good faith negotiations and did agree on terms and provisions for Licensee's continued operations and maintenance of its Cable Television System in the Town of Bellingham.

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

ARTICLE 1 DEFINITIONS

Section 1.1 - DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. The word *shall* is always mandatory and not merely directory.

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

Access Channel: A video channel owned by the Licensee made available for the purpose of transmitting non-commercial public, educational, and governmental access programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations consistent with the Cable Act. Access channels are sometimes referred to as public, educational, and government channels, or "PEG" channels.

Access Provider: The person, group, entity or non-profit entity as may be designated by the Issuing Authority of the Town of Bellingham from time to time, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System, or any other or successor entity, in accordance with this Renewal License and 47 U.S.C 531 currently being Access Bellingham and Mendon, Inc.

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.

Basic Service: shall mean the lowest tier of service which includes the retransmission of local television broadcast signals as defined by the Cable Act.

CMR: The Code of Massachusetts Regulations.

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

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.

Cable Division: The Competition Division of the Massachusetts Department of Telecommunications and Cable.

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

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

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.

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

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

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

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

Effective Date of Renewal License (the "Effective Date"): December 21, 2009.

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

Gross Annual Revenues: Revenues received by the Licensee and/or its Affiliates from the operation of the Cable System for the provision of Cable Service(s) over the Cable System

including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees; all other Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other cable-related equipment rentals and/or leases or sales; Gross Annual Revenues shall also include the gross revenues of any other Person which is derived from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of Affiliates and/or Persons relating to the provision to Subscribers of Cable Services over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to the operation of the Cable System for the provision of Cable Services. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

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.

Hub or Hub Site: A sub-Headend, generally located within a Cable System community, used either for the purpose of (i) Signal processing or switching, or (ii) placement of a fiber Node or microwave link or transportation super trunk.

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

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

License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Bellingham and any other governmental subdivision or access corporation, which shall have the meaning as set forth in applicable State and Federal laws.

Licensee: Comcast of Massachusetts/New Hampshire, LLC or any successor or transferee in accordance with the terms and conditions in the Renewal License.

Multichannel Video Programming Distributor: shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

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

Outlet: shall mean an interior receptacle that connects a television set to the Cable Television System.

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

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

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

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

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

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

Public, Educational and Governmental Access Channel: shall mean a video channel owned by the Licensee and made available for non-commercial use by the public, educational institutions such as public or private schools, but not "home schools," community colleges, and universities, as well as the Issuing Authority.

Person: Means an individual, partnership, joint stock company, association, trust, corporation or government entity.

Prime Rate: The prime rate of interest, at the Federal Reserve Bank of Boston.

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

Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way,

drive, circle or other public right-of-way, including, but not limited to, compatible public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Issuing Authority in the Town of Bellingham, which shall entitle Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any compatible easement now or hereafter held by the Issuing Authority within the Town of Bellingham for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other compatible easements or rights-of-way as shall within their proper use and meaning entitle Licensee to the use thereof for the purposes of installing, operating, and maintaining Licensee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

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

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

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

Signal: Any transmission of Programming, which carries Cable Service from one location to another.

Standard Installation: shall mean the standard one hundred fifty foot (150') aerial Drop connection to the existing distribution system.

State: The Commonwealth of Massachusetts.

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

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

Town: The Town of Bellingham, Massachusetts.

Town Counsel: The Town Counsel of the Town of Bellingham, Massachusetts.

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

Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend or hub site.

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

VCR: The acronym for video cassette recorder.

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

Video Return Lines: The dedicated, separate video return lines providing upstream capacity for Video Programming from specific sites within the Town to the Licensee's hubsite, where the signal is then switched to the appropriate Downstream channel.

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

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

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other Public Ways under the jurisdiction of the Town of Bellingham 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 Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Bellingham. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or unreasonably interfere with the lives of Persons, with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways.

(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. Disputes between the Licensee and other parties regarding use of Public Ways shall be resolved in accordance with all applicable Federal, State, and legally enforceable local laws & regulations.

Section 2.2 - TERM OF RENEWAL LICENSE

The term of this Renewal License shall be for a period of ten (10) years and commence on December 21, 2009 and shall expire at midnight on December 20, 2019, 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 Bellingham; or the right of the Issuing Authority to permit the use of the Public Ways 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 be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted and/or modified 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) or modifications thereto 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 and the Issuing Authority reasonably find that any such additional cable television license(s) have been granted and/or modified 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), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

Section 2.4 - POLICE AND REGULATORY POWERS

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general ordinances necessary to the safety and welfare of the public. The Licensee shall comply with all applicable and legally enforceable State and Town laws, ordinances, by-laws, rules, and regulations provided such are of general applicability and not specific to the licensee, the Cable System, or this license. Any conflict between the franchise and any current or future laws, ordinances, by-laws, rules, and regulations shall be resolved in a court of competent jurisdiction or before another appropriate government agency.

Section 2.5 - REMOVAL OR ABANDONMENT

Upon termination of this Renewal License, by passage of time or otherwise, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

Section 2.6 - TRANSFER OF THE RENEWAL LICENSE

(a) This Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Cable Division. To the extent consistent with applicable law, pursuant to 207 CMR 4.01(2), a transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under M.G.L.c.166A Section 7. Under 207 CMR 4.00, an “affiliated company” is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The application for consent to an assignment or transfer shall be signed by the Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Issuing Authority shall, in accordance with State and FCC rules and regulations, notify the Licensee in

writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Issuing Authority has not taken action on the Licensee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

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

(c) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required in writing, of the application and FCC Form 394 requesting such transfer or assignment consent.

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

Section 2.7 - EFFECT OF UNAUTHORIZED TRANSFER ACTION

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

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

(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
CABLE SYSTEM DESIGN**

Section 3.1 - SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate, maintain and make available to all Subscribers in the Town its existing two-way minimum 750 MHz Subscriber Network.

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

(c) The Licensee shall maintain standby power at its Headend. Such standby power shall provide continuous capability, contingent upon availability of fuel necessary to operate the standby generators and shall become automatically activated upon the failure of the Licensee's normal power supply.

Section 3.2 - PARENTAL CONTROL CAPABILITY

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, at a cost, if any, pursuant to applicable law(s).

Section 3.3 - EMERGENCY ALERT SYSTEM

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

Section 3.4 - SYSTEM TECHNICAL SPECIFICATIONS

At all times throughout the Renewal License, the Licensee shall conform with all applicable FCC technical standards including 47 C.F.R. 76.601 et seq.

**ARTICLE 4
CABLE SYSTEM LOCATION, LINE EXTENSION
AND OPERATIONAL STANDARDS**

Section 4.1 - GENERAL POLICY

- (a) The Licensee shall make cable television service(s) available to all residents of the Town, subject to the provisions of this Article 4.
- (b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred and fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto.
- (c) Installation costs shall conform with the Cable Act. Any dwelling unit within one hundred fifty feet (150 ft.) aerial of the Distribution Cable shall be entitled to a Standard Installation rate
- (d) Installation charges shall be consistent with federal and State regulations.

Section 4.2 - LINE EXTENSION POLICY

- (a) Subject to Section 4.1 above, the Cable Television System shall be extended automatically, at the Licensee's sole cost and expense to any and all areas of the Town containing twenty (20) homes per aerial or forty (40) homes per underground mile of cable plant or fractional proportion thereof from the existing aerial Trunk and Distribution System and additions thereto. The Licensee shall apply for permits, if necessary, promptly. Said service shall be made available and fully activated to requesting Subscribers no later than sixty (60) days after all necessary permits and make ready provisions are obtained.
- (b) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of Section 4.2 above upon the request of the prospective Subscribers in such areas and based upon the following cost calculation: The cost of wiring such areas shall be calculated by taking the capital cost of extending such service divided by the number of confirmed Subscribers in such area minus the costs extending service to the Subscriber in an area that meets the twenty (20) homes per aerial mile or forty (40) per underground mile of cable plant and/or

