

-Town of Brookline Cable Television Renewal License-  
May 1, 2016-April 30, 2026

**CABLE TELEVISION  
RENEWAL LICENSE**

**GRANTED TO  
COMCAST OF  
CALIFORNIA/MASSACHUSETTS/MICHIGAN/UTAH, LLC**

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

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**AGREEMENT**

This Cable Television Renewal License entered into this 13<sup>th</sup> day of September, 2016, by and between the Board of Selectmen of the Town of Brookline, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of California/Massachusetts/Michigan/Utah, Inc. ("Comcast").

**WITNESSETH**

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

WHEREAS, the Issuing Authority conducted two (2) public ascertainment hearings in the Town, on July 22, 2015 and September 16, 2015, pursuant to Section 626(a) of the Cable Act, to (1) ascertain the future cable-related community needs and interests of Brookline, and (2) review the performance of Comcast and its predecessors during the current license term; and

WHEREAS, pursuant to Section 626(b) of the Cable Act, the Issuing Authority of the Town of Brookline issued a Request For A Cable Television Renewal Proposal ("RFP")/Renewal License to Comcast on December 28, 2015; and

WHEREAS, Comcast submitted a License Renewal Proposal to the Town of Brookline, dated December 29, 2015, for a Renewal License to construct, upgrade, operate and maintain a Cable Television System in the Town of Brookline; and

WHEREAS, the Issuing Authority and Comcast did engage in good faith negotiations to further clarify said Renewal Proposal and did agree on proposals regarding the Cable System.

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 Brookline resident and/or any persons affiliated with a Brookline institution to use designated Public, Education and Government ("PEG") Access facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) Access Channel: A video channel which the Licensee owns and shall make available, 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, designated by the Issuing Authority 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.

(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) Broadband Monitoring Committee: The Broadband Monitoring Committee as may be appointed and designated by the Issuing Authority, from time to time.

(7) CMR: The Code of Massachusetts Regulations.

(8) Cable Communications Act (the "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 (the "1992

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Cable Act"), as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

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

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

(11) 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 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.

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

(13) 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.

(14) 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.

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

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

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

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

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(19) Effective Date of Renewal License (the "Effective Date"): May 1, 2016.

(20) Execution Date of Renewal License (the "Execution Date"): September 13, 2016.

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

(22) 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 designees for the presentation of non-commercial programming and/or information to the public.

(23) 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.

(24) 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.

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

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(26) Institutional Network ("I-Net"): The separate cable, consisting of Upstream and Downstream Channels, said channels for the use of the Issuing Authority, its designees and Town departments.

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

(28) Leased Channel or Leased Access: A video channel that 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 Brookline, 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 California/Massachusetts/Michigan/Utah, Inc., 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 Brookline 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) Normal Operating Conditions: 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.

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

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

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

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

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

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

(39) PEG Access Channels: Any channel(s) made available by the Licensee and provided for the presentation of PEG Access Programming.

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

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

(42) Public 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 use by, among others, Brookline residents and/or organizations to present non-commercial programming and/or information to the public.

(43) 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.

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

(45) 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.

(46) 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.

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

(48) State: The Commonwealth of Massachusetts.

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



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

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

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

(53) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including 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) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

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**ARTICLE 2**

**GRANT OF RENEWAL LICENSE**

**Section 2.1---GRANT OF RENEWAL LICENSE**

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Brookline, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive cable television renewal license to the Licensee authorizing the Licensee to lawfully operate and maintain a Cable Television System within the corporate limits of the Town of Brookline.

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 1984 Cable Act; the 1992 Cable Act; and all lawful Town, State and federal statutes and by-laws of general application, as all may be amended from time to time.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully 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 places under the jurisdiction of the Town of Brookline 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 Service Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Brookline. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or interfere with the lives of Persons, or interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

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 or Streets shall be resolved in accordance with any applicable regulations of the Town 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 be a ten (10) year term, commencing on May 1, 2016 and expiring on April 30, 2026.

**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 Brookline; 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, in its entirety. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, in its entirety, 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 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, in its entirety. 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, in its entirety, 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 the 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 Public Way and shall apply all of such standards to construction within a private way in the Town, unless legally prevented from applying such standards in private ways. In the event of a dispute hereto, the parties agree to meet and negotiate in order to resolve such dispute in good faith. If reasonable negotiations to resolve such dispute are not successful, the parties agree to submit such dispute to a forum of appropriate jurisdiction.

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

Pursuant to M.G.L. Chapter 166A, Section 5(f), upon termination of the period of this Renewal License or of any renewal thereof by passage of time or otherwise, the Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the Streets, ways, lanes, alleys, parkways, bridges, highways, and other public places in, over, under or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

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

(a) Subject to applicable State and/or federal law(s), , neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be 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 the 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 such applicable law(s) and/or regulations(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 Public Ways or Streets or any other rights of the Town under the Renewal License, and

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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) Unless otherwise required by applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise required, 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 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 hereto.

(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 and shall be subject to 11.1 infra.

(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 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

#### SYSTEM DESIGN

##### Section 3.1---SUBSCRIBER NETWORK

(a) The Licensee shall continue to own, operate, maintain and make available to all residents of the Town a minimum (750 MHz) Cable System.

(b) The Licensee shall transmit all of its Signals to Brookline 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 technical specifications contained in **Exhibit 2**, as amended, attached hereto and made a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards, as amended.

##### Section 3.2---INSTITUTIONAL NETWORK

(a) For six (6) months from the Execution Date of this Renewal License, the Licensee shall continue to operate and maintain, without charge(s) to the Issuing Authority for such network, its existing, separate Institutional Network ("I-Net") to be utilized by the same capacity prior to the Execution Date of this Renewal License. After six (6) months from the Execution Date of this Renewal License, the Licensee shall have no further I-Net obligations.

(b) The I-Net shall continue to be capable of transmitting between the Town buildings and other institutions, specified in **Exhibit 3** attached hereto ("I-Net Buildings"), for audio and video purposes.

(c) The Licensee shall continue to maintain and replace in a timely manner all equipment that is part of the I-Net. The Town shall maintain and replace any end-user equipment that it owns and operates.

(d) The Licensee shall continue to provide, free of charge, an activated I-Net Drop and an activated Outlet(s) to each of the I-Net Buildings listed in **Exhibit 3** of this Renewal License. The Licensee shall supply the appropriate connector so as to allow the User(s) Origination capability at each of the I-Net Buildings specified in said **Exhibit 3**.

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(e) The I-Net shall continue to be interconnected with the Subscriber Network at the Headend. All remote I-Net Signals shall be sent on an Upstream Channel to the Headend or Hub, where such Signals shall be automatically switched to the appropriate Downstream Channel(s) on the Subscriber Network. The Licensee shall continue to be responsible for the automatic switching of all Upstream Channels to the appropriate Subscriber Network Downstream Channels. Said Signal switching shall continue to be performed by the Licensee at no cost to the Issuing Authority.

(f) The Licensee shall continue to have the sole responsibility for maintaining the I-Net for the term of this Renewal License, except for equipment not directly under its control or ownership. The Licensee shall continue to be responsible for all necessary inspections and performance tests of the I-Net.

(g) The I-Net shall continue to be operated in compliance with the FCC Technical Specifications found in **Exhibit 2**, attached hereto. 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.

(h) Upon written request, the Issuing Authority shall have the right to request a performance test of the I-Net to ensure that it is in compliance with the FCC's Technical Specifications. The Licensee shall initiate such performance tests within thirty (30) days of any such request and submit the results to the Issuing Authority promptly.

(i) There shall continue to be no charges to the Issuing Authority and/or any Town departments for I-Net operational, maintenance, repair and/or drop/outlet(s) installation costs.

(j) Said I-Net shall not be physically connected to and/or with the Cable System and/or I-Net facilities of any other Cable System operators in the Town

**Section 3.3---EMERGENCY ALERT OVERRIDE CAPACITY**

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 governing Subscribers' capability to control the reception of any channels being received on their television sets.

**ARTICLE 4**

**CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS**

**Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS**

(a) The Licensee's Cable Service shall continue to be available to all residents of the Town, unless legally or otherwise prevented from doing so by factors outside of the Licensee's control, including, but not limited to, denial of access by owners of private property or multiple dwelling units.

(b) Installation charges shall be non-discriminatory, except that an additional charge for time and materials may be made for customized installation within a Subscriber's residence or except when the Licensee is engaged in marketing promotions.

(c) Any dwelling unit within one hundred fifty feet (150') of existing aerial Cable System Trunk and Distribution System shall be entitled to a standard aerial installation rate. Any aerial installation greater than 150' from the existing aerial Trunk and Distribution System, and additions thereto shall be provided at the Licensee's actual cost, plus profit, if allowable, including the cost for system design changes to extend the cable plant to within 150' of the dwelling unit. Any underground installation shall be provided at the Licensee's actual cost.

(d) The Licensee's obligation to extend its Cable Television System to unconstructed Public Ways or Streets in the Town shall be limited to those Public Ways or Streets in which the Licensee's cost of construction is no greater than One Thousand Dollars (\$1000.00) per dwelling unit, unless prospective Subscribers within said Public Ways or Streets agree to pay additional costs in excess of said amount of \$1000.00.

(i) On each anniversary of the Execution Date of this Renewal License, the aforesaid \$1,000.00 threshold by the Licensee shall be increased by any increase in the Gross National Product Price Increase (GNP-PI). The Licensee, in its sole discretion, may waive excess charges to be paid by prospective Subscribers if it deems it commercially desirable.

(ii) For purposes of this Section 4.1(d), the term "dwelling unit" is hereby defined as any and all occupied residences, individual apartment, individual condominium, units in cooperative buildings, and private homes, but excluding lodging houses, hotels, motels, hospitals, dormitories, organizations and businesses; provided, however, that the Licensee shall include in the above definition of "dwelling unit" any residences that are undergoing renovation or construction at the time that a request for Service is made.



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**Section 4.2---LOCATION OF CABLE TELEVISION SYSTEM**

The Licensee shall own, install, operate, upgrade and maintain the Cable Television System within the Town of Brookline. Poles, towers, if any, and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways or Streets. 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 all occupiers of the rights-of-way to aid in the cost of such 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 the installing, operating, and maintaining equipment, cable and wires, the Licensee shall not damage and/or injure any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places and private property in the Town. 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 the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town. The Licensee may not trim and/or prune any trees belonging to the Town without the advance notification of the DPW.

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**Section 4.5---RESTORATION TO PRIOR CONDITION**

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, 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 at no cost to the Town, unless otherwise required or permitted by applicable law. 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 and place, or remove from any Street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(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, upgrade, 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 generally applicable local laws and 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.