

-Town of Sandwich Cable Television Renewal License-
July 28, 2011-July 27, 2021

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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A G R E E M E N T

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.

WHEREAS, 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.

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- (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.

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- (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.

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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.

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(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