

**CABLE TELEVISION
RENEWAL LICENSE**

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

August 14, 2012

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

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AGREEMENT

This Cable Television Renewal License entered into this 14th day of August, 2012, by and between Comcast of Massachusetts/Virginia, Inc. ("Comcast" or "Licensee"), and the Board of Selectmen of the Town of Shelburne, Massachusetts, as Issuing Authority for the renewal of the cable television licenses pursuant to M.G.L. Chapter 166A.

WITNESSETH

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

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

WHEREAS, Comcast submitted a license renewal proposal to the Town of Shelburne, dated May 22, 2008, for a Cable Television Renewal License to operate and maintain a Cable Television System in the Town of Shelburne; 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 Shelburne; and

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

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town of Shelburne to grant a non-exclusive Cable Television Renewal License to Comcast.

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

ARTICLE 1
DEFINITIONS

Section 1.1 --- DEFINITIONS:

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein., unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

- (1) Access: The right or ability of any Shelburne resident and/or any persons affiliated with a Shelburne 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.
- (2) Access Channel: A video channel which the Licensee shall make available to the Town of Shelburne and/or the Access Corporation, without charge, for the purpose of transmitting noncommercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.
- (3) Access Corporation: The entity, designated by the Issuing Authority of the Town of Shelburne, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System.
- (4) Cable Television Advisory Committee: The Cable Television Advisory Committee as appointed and designated by the Issuing Authority.
- (5) Affiliate or Affiliated Person: Any person who owns or controls, is owned or controlled by, or is under common ownership or control with, another person.
- (6) Basic Cable Service or Basic Service: any service tier which includes the retransmission of local television broadcast signals
- (7) CMR: The acronym for Code of Massachusetts Regulations.
- (8) Cable Act: Public Law No. 98-549, 98 Stat. 779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).
- (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.
- (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 within the Town of Shelburne 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.
- (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 Highway Department of the Town of Shelburne, 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 each home or building to the feeder line of the Cable System.
- (18) Dwelling Unit: Any residence with a separate entrance or with separate kitchen facilities.
- (19) Educational Access Channel(s): A specific channel(s) on the Cable System made available by the Licensee to the Access Corporation for use by, among others, educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.
- (20) Effective Date of the Renewal License (the "Effective Date"): August 14, 2012.

- (21) FCC: The Federal Communications Commission, or any successor agency.
- (22) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or the Access Corporation for use by, among others, those Persons wishing to present, non-commercial governmental programming and/or information to the public.
- (23) Gross Annual Revenues: Revenues received by the Licensee from the operation of the Cable System for the provision of Cable Service(s) over the Cable System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues on a pro-rata basis; fees paid for channels designated for commercial use; home-shopping revenues on a pro-rata basis; Converter, remote control and other cable-related equipment rentals and/or leases or sales; and advertising revenues on a pro-rata basis. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, excluding commissions and/or agency fees, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable Television System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System for the provision of Cable Services 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 of Cable Service over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Cable Service. 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. Gross Annual Revenues shall be determined in accordance with Generally Accepted Accounting Principles.
- (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) Issuing Authority: The Board of Selectmen of the Town of Shelburne, Massachusetts.
- (26) Leased Channel or Leased Access: A video channel(s) which the Licensee shall make available pursuant to Section 612 of the Cable Act.
- (27) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Shelburne and the Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.

- (28) Licensee: Comcast of Massachusetts/Virginia Inc. ("Comcast") or any successor or transferee in accordance with the terms and conditions of this Renewal License.
- (29) Multichannel Video Programming Provider: A Person who or which makes available to residents in Shelburne multiple channels of Video Programming.
- (30) 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.
- (31) Origination Capability: An activated connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.
- (32) Outlet: An interior receptacle, generally mounted in a wall that connects a Subscriber's or User's equipment to the Cable System.
- (33) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis.
- (34) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (35) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.
- (36) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (37) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.
- (38) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (39) Prime Rate: The prime rate of interest at the Federal Reserve Bank.
- (40) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Access Corporation for use by, among others, Shelburne individuals and/or organizations wishing to present non-commercial programming and/or information to the public.
- (41) Public Buildings: Those buildings owned, occupied, or used by the Town for government administrative purposes as specifically listed in Exhibit 2.
- (42) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or

waters and all other publicly owned real property within or belonging to the Town now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

- (43) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.
- (44) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter issued by the Licensee or other decoding device.
- (45) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.
- (46) Standard Installation: the standard two hundred fifty foot (250') aerial drop connection from the Subscriber building to the existing distribution system.
- (47) State: The Commonwealth of Massachusetts.
- (48) Subscriber: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable System.
- (49) Subscriber Network: The 750 MHz Cable Television System to be operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.
- (50) Trunk and Distribution System: that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.
- (51) Town: The Town of Shelburne, Massachusetts.
- (52) Town Counsel: The Town Counsel of the Town of Shelburne, Massachusetts.
- (53) Upstream Channel: A channel over which Signals travel from an authorized origination location to the Cable System Headend.
- (54) 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.
- (55) VCR: The acronym for video cassette recorder.
- (56) 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

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

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

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, operate, repair and maintain the Cable Television System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Shelburne within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services and Signals in accordance with the laws of the United States of America, the State of Massachusetts and the Town of Shelburne. 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.

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

Section 2.2--- TERM OF RENEWAL LICENSE

The term of this Renewal License shall be a ten (10) year term, commencing on August 14, 2012, and expiring on August 13, 2022, unless sooner terminated as provided herein or surrendered.

Section 2.3--- NON-EXCLUSIVITY OF RENEWAL LICENSE

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

(b) The grant of any additional cable television license(s) shall not be on terms and conditions more favorable or less burdensome than those contained in this Renewal License. The grant of any such additional license(s) shall be at the sole discretion of the Issuing Authority.

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

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

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

Section 2.4--- POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable DPW regulations and any by-laws and/or regulations of general applicability enacted and/or amended by 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 competent jurisdiction in the Commonwealth of Massachusetts or other State agency with lawful jurisdiction.

Section 2.5--- REMOVAL OR ABANDONMENT

In accordance with applicable state and federal law, upon termination of the period of the Renewal License or of any renewal thereof by passage of time or otherwise, 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 law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a hearing upon a written application therefore on forms prescribed by the Cable Division and/or and the FCC. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application. In accordance with 207 CMR 4.01(2), a transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a Renewal License or control thereof under M.G.L.c.166A Section 7. For purposes of this Section 2.6(a) only, in accordance with 207 CMR 4.01(2), an “affiliated company” is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity.
- (b) In considering a request to transfer control of this Renewal License, the Issuing Authority shall consider such factors as the transferee's financial, management, technical and legal qualifications and may consider other criteria allowable under law and/or regulation.
- (c) The consent or approval of the Issuing Authority to any assignment, lease, transfer, sublease, or mortgage of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the Streets and Public Ways or any other rights of the Town under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.
- (d) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise directed, of the application and FCC Form 394 requesting such transfer or assignment consent.
- (e) The consent of the Issuing Authority shall be given after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within 120 days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120 day period is extended in writing by mutual consent of the parties.
- (f) Any proposed controlling or owning Person or transferee approved by the Town shall be subject to all of the terms and conditions contained in this Renewal License.

Section 2.7--- EFFECT OF UNAUTHORIZED TRANSFER ACTION

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

- (b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless occurred, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable by applicable law.
- (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 own, operate, maintain and make available to Shelburne subscribers a minimum 750 MHz Subscriber Network,
- (b) The Licensee shall transmit all of its Signals to Shelburne Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.
- (c) The Licensee shall work with the Issuing Authority, in good faith, to address any concerns regarding the Licensee's occupation of the Public Ways and/or public safety. In the event of disagreement between the Town and the Licensee on specific cable television plant to be removed from the Public Ways, the Town and the Licensee shall meet and discuss the issue(s), in good faith, in order to resolve any such disagreements. The Town shall request that other users of the Public Ways use their best efforts to remove unused equipment from the Public Ways.

Section 3.2--- INTERCONNECTION WITH GREENFIELD & BUCKLAND

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

Section 3.3--- EMERGENCY ALERT SYSTEM

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

Section 3.4--- PARENTAL CONTROL CAPABILITY

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

ARTICLE 4

LINE EXTENSION

Section 4.1-- GENERAL POLICY

- (a) The Licensee shall make cable television service(s) available to all residents of the Town, subject to the provisions of this Article 4.
- (b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than two hundred fifty feet (250') as measured from the existing aerial Trunk and Distribution System and additions thereto.

Section 4.2 – LINE EXTENSION POLICY

- (a) The Cable Television System shall be extended automatically, at the Licensee's sole cost and expense to any and all areas of the Town containing fifteen (15) dwelling units per aerial mile of cable plant or fractional proportion thereof and/or fifteen (15) dwelling units per underground mile of cable plant or fractional proportion thereof, provided that there is appropriate underground conduit that is available for use by the Licensee; and/or thirty (30) dwelling units per underground mile of cable plant or fractional proportion thereof if there is no conduit available for use by the Licensee, all areas as measured from the existing Trunk and Distribution System. Cable Service shall be made available and fully activated to requesting dwelling units no later than ninety (90) days after all necessary permits and pole attachment licenses are obtained, subject to Force Majeure (including the performance of make-ready work). The Licensee shall expeditiously seek all necessary permits and pole attachment licenses.
- (b) Notwithstanding Sections 4.2 (a), the Licensee shall further extend its Cable System in Shelburne, at no cost to the Town, and make Cable Service available on the following portions of the Public Ways in the Town within (3) three years of the Effective Date of this Renewal License:
 - 1. **Colrain Shelburne Road:** from pole number 178-2/95 extend cable plant on Colrain Shelburne Road to pole number 67/1/3.
 - 2. **Brook Road:** from pole number 178/54/1/145 at the corner of Colrain Shelburne Road, extend cable plant on Brook Road to pole number 16/12/nt.
 - 3. **Wilson Graves Road:** from pole number 65/10/16NT at the corner of Brooks Road, extend cable plant on Wilson Graves Road to pole number 83/1M/25/155.
 - 4. **Peckville Road:** from pole number 16/6/1/150 at the corner of Brooks Road extend cable plant on Peckville Rd to pole number 18/18.